



**NON-DISCLOSURE AGREEMENT  
(NDA)**

between

**Economic Consultants**

and

**Client**

**2011**

**This NDA is entered into by and between:**

**Economic Consultants**

**116 Pall Mall  
London  
W1S 4PT  
UK**

and

**Client**

Registered office:

**Bond Street  
London  
W1S 4PT  
UK**

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hereafter referred to individually as a "Party" and collectively as the "Parties".

**Client** is a private person / company registered in Country.

**Economic Consultants** is a company registered under the laws of England and Wales, reg. no 1234567.

### INTRODUCTION

The Parties have decided to engage in discussions and negotiations concerning the participation in and development of mutual business.

During such discussions and negotiations, certain confidential and proprietary technical or financial information, including, but not limited to, reports, plans, documents, drawings, machines, writings, samples, tools, models, materials, and know-how ("Confidential Information"), may be disclosed between the Parties orally or in writing.

The Parties wish to protect any such Confidential Information in accordance with the terms and conditions of this agreement (the "Agreement").

### Protection of Confidential Information

Each of the Parties agrees as follows in respect of any Confidential Information received by it from the other Party or the other Party's representatives:

- a) not to disclose any Confidential Information to any third party other than the Party's directors, officers, employees, representatives and agents who need to know such Confidential Information in order to perform services specifically requested by the other Party, and who in writing are bound by obligations of confidentiality towards the receiving Party consistent with the terms of this Agreement; and
- (b) to ensure that a standard of strict confidentiality is applied by those persons who receive Confidential Information pursuant to clause (a) above so as to prevent breach of the obligations provided herein.

The obligation imposed upon either Party shall not apply to information which:

- (a) a Party can demonstrate by prior existing records of such Party, was within that Party's legitimate possession prior to the time of disclosure;
- (b) was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault or negligence on the part of the receiving Party;
- (c) is independently developed by the receiving Party without reference to or reliance upon Confidential Information;
- (d) is or becomes lawfully available to a Party on a non-confidential basis from an independent source who is free to divulge such information; or
- (e) is disclosed by a Party with the other Party's prior written approval.

Any Confidential Information, which has been disclosed by a Party to the other Party prior to the date of this Agreement, shall be subject to the same treatment as the Confidential Information disclosed after the date of this Agreement.

The above obligations shall not prevent disclosure required by law, provided that the Party required disclosing Confidential Information to the extent possible consults with the other Party regarding the scope and form of such disclosure.

## Return of Documents

Upon written demand by the disclosing Party, the receiving Party shall:

- (a) return to the disclosing Party all Confidential Information supplied which the receiving Party has in his possession or under his control;
- (b) destroy or have destroyed all copies made of the Confidential Information and all notes, memoranda and other documents or computer files or records prepared by the receiving Party,  
which contain or are based upon Confidential Information aside from systematic back-ups which must be handled as confidential information; and
- (c) promptly thereafter provide a certificate signed by an officer of the receiving Party certifying compliance with the obligations of this Article 3.

## Intellectual Property Rights

The Confidential Information disclosed by either Party hereunder, and all intellectual property rights in the confidential Information, shall remain the exclusive property of such Party. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

At no time and under no circumstances shall receiving Party reverse engineer, decompile, or disassemble the disclosing Party's software or Confidential Information or attempt to use disclosing the Party's software in any form other than machine readable object code.

## Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Without prejudice to the Parties' rights to take interim legal measures, such as injunctions, any dispute arising from or in connection with this Agreement shall be settled by arbitration in London, UK.

London / name the 30<sup>th</sup> of June 2011

For and behalf of

For and behalf of

**Client**

**Economic Consultants**

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Name**  
CEO