



## **MUTUAL NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_ by and between Giga Systems Limited, UK (the Company) and

\_\_\_\_\_ (Recipient)

1. **Purpose** The Company and Recipient wish to enter into discussions relating to the Design and or manufacture by the Recipient and the Company of the Company's or its client's products, in connection with which each may disclose its Confidential Information to the other.
2. **Definition** Confidential Information means any information, technical data or know-how, including but not limited to, that which relates to markets, customers, sales plans, financial aspects, pricing, product development, manufacturing techniques and schedules, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of the inaction or action of the receiving party; or (iii) is approved for release by the disclosing party.
3. **Non-disclosure of Confidential Information** The Company and Recipient agree not to use the Confidential Information disclosed to it by the other party for its own use or for any other purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the two. Neither party will disclose any Confidential Information of the other party to third parties except those directors, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business. Each party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information of the other party, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party that may come to its attention. The recipient also agree not to contact company's clients directly for the assignment company has contacted recipient
4. **Mandatory Disclosure** In the event that either party or their respective directors, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall



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disclose only that portion of the Confidential Information that its counsel advises it is legally required to disclose.

5. **Return of Materials** Any materials or documents of which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.
  
6. **No License Granted** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.
  
7. **Term** The foregoing commitments of either party in this Agreement shall survive any termination of discussions between the parties, and shall continue for a period of 48 months following the date of this Agreement.
  
8. **Governing Law and Jurisdiction** This Agreement shall be deemed to be a contract made in England and it shall be governed by, and the rights and obligations of the Parties shall be construed in all respects in accordance with, the laws of England and the Parties hereby submit to the jurisdiction of the English courts.

Signed for and on behalf of Giga Systems Ltd (Company)	
Signature	
(Printed)	
Position	Director
Date	

Signed on behalf of the _____ (Recipient)	
Signature	
(Printed)	
Position	
Date	