

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement is made on the Day of 2012

BETWEEN

..... (holder of the National Identity Card bearing No.) of
..... a citizen of Democratic Socialist Republic of Sri Lanka hereinafter
referred to as the “owner”;
AND

..... a Company duly incorporated and registered under the
Companies Act No. 7 of 2007, having its registered office in in
the said Republic hereinafter referred to as the "recipient".

WHEREAS, in the course of the business relationship between the owner and the recipient, the recipient acknowledges that it may have access to or have disclosed to **it (or him/her as applicable)** certain information of a confidential nature by the owner; and

WHEREAS, the owner is desirous of setting forth the obligations of the recipient with respect to such confidential information as morefully described below.

NOW THEREFORE, the recipient hereto, in consideration of, observing and performing the several terms, conditions, covenants and obligations hereinafter mentioned to be done, observed, and performed by the recipient has agreed as follows:

1. Definitions

Agreement means this non-disclosure Agreement, as may be varied or amended from time to time;

Confidential Information means all proprietary ideas, information and material whether disclosed to the recipient in written or oral form or otherwise and shall include but is not limited to inventions, techniques, processes, plans, drawings, sketches, prototypes, designs of the owner and any tangible embodiments of the owner’s ideas and information created by the recipient regardless of whether they are registered as intellectual property of the owner or not;

Parties means and and party shall be construed accordingly;

Owner means the party who owns and discloses the confidential information to the recipient;

Recipient means the party who receives the confidential information from the owner;

Representatives mean the recipient’s employees, directors, professional advisors and consultants.

2. **Purpose of Disclosure**

The purpose of disclosure shall be to form a business relationship between the parties based on the confidential information of this agreement disclosed by the owner.

3. **Covenant not to Disclose**

1. The recipient shall use the owner's confidential information solely to fulfill its obligations as part of the business purpose which required such Confidential Information to be disclosed.
2. The recipient shall not use the confidential information for recipient's personal gain and shall not disclose the confidential information to any person except to its representatives on a need to know basis, who are legally obliged to treat the confidential information on the same terms and conditions as contained in this Agreement.
3. The recipient shall remain primarily liable for any breach of these provisions by any of its representatives.
4. The recipient shall not reverse engineer, disassemble or decompile any prototypes or tangible objects which embody the owner's confidential information which are provided to the recipient hereunder.
5. The recipient shall not make any copies of confidential information and shall not replicate, alter the confidential information.
6. The recipient hereby agrees not to directly and indirectly compete with the owner during the term of the agreement.
7. The recipient shall not use directly or indirectly or otherwise or cause any or representative or any other party to use the confidential information disclosed by the owner for any purpose whatsoever, whether it be for financial gain or not, without express written consent of the owner obtained by way of a formal agreement or otherwise, prior to such use.

4. **Standard of Care**

The recipient shall use the same degree of care in safeguarding the confidential information as it uses or would use in safeguarding its own confidential information, and shall take all steps necessary to protect the confidential information from any unauthorized or inadvertent use.

5. **Title and Intellectual Property Rights**

1. All confidential information disclosed by the owner is acknowledged by the recipient to be the property of the owner and the disclosure of confidential information shall not be deemed to confer any proprietary rights to that confidential information on the recipient.
2. All title and intellectual property rights of whatsoever nature to the confidential information and to the matters referred to therein are vested in the owner and no rights, interests or licenses in any part of the confidential information are granted or transferred either expressly or impliedly to the recipient. The owner shall in its sole discretion be entitled to apply for any patents, trade marks and designs and applications in respect of any part of the confidential information.

6. **Return of Confidential Information**

All materials containing the confidential information shall remain the property of the owner and the recipient shall return to the owner the materials and all copies thereof upon the completion of its obligations as part of the business purpose or upon the written request of the owner at any time whether during the course of contemplated communications or after the completion or abandonment.

7. **Remedies for Breach and Indemnification**

1. In the event of any disclosure of any confidential information prohibited herein or any breach of the provisions herein the owner shall be entitled seek available remedies at law and in equity including

but not limited to orders, decrees or restraining injunctions or request specific performance necessary to protect the interests of the owner against any breach by the recipient of the provisions contained herein and the recipient shall reimburse the legal fees and any other costs incurred by owner in enforcing the provisions of this agreement.

2. In the event that the breach of the obligations by the owner is due to negligence or otherwise, the owner shall be entitled to claim liquidated damages for potential pecuniary loss suffered by the owner.

8. **Term**

This agreement shall be effective on the first date written above and shall continue in perpetuity unless the recipient and owner agree otherwise.

9. **Assignment**

Neither party shall assign, directly or indirectly, all or part of its rights or obligations under this agreement without the prior written consent of the other party.

10. **Governing Law and Jurisdiction**

This agreement shall be governed by and construed with solely in accordance with the laws of Sri Lanka. Any proceedings arising out of or in connection with this agreement shall be brought before a court of competent jurisdiction in Sri Lanka.

11. **Entire Agreement**

This agreement set forth the entire agreement and understanding between the parties as to the subject matter of the agreement and supersedes all prior or simultaneous representations, discussions, and negotiations whether oral or written or otherwise.

12. **Waiver**

No purported waiver by any Party or any default by any other Party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall, in any event, be deemed a waiver of any subsequent default under the same or any other term or provision contained.

13. **Severability**

In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any provision of this Agreement becomes invalid, the Parties agree to substitute for such invalid provision a new provision, which serves the purpose of the invalid provision to the furthest possible extent by executing a supplemental agreement or an addendum to this Agreement

14. Severability

In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any provision of this Agreement becomes invalid, the Parties agree to substitute for such invalid provision a new provision, which serves the purpose of the invalid provision to the furthest possible extent by executing a supplemental agreement or an addendum to this Agreement

IN WITNESS WHEREOF, the owner hereto has set his hand and has caused its Common Seal to be affixed on the above written date.

Signed by the said
.....

OWNER

The Common Seal of the said)

.....)
is hereto affixed in the presence of)
)

)
)
)
who do hereby attest the)
sealing thereof)

.....

RERIPIENT

Witnesses

1. Signature

Name

Address

NIC No.

2. Signature

Name

Address

NIC No.