

# Non-Disclosure Agreement

## **PARTIES**

This Non-Disclosure Agreement (the "Agreement") is entered into by and between

Company

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Name

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Address

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City, Zip/Postal

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State,

Country

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E-mail

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("disclosing party")

and

Nanodatel Lda,

Rua Armando Cortesão, 18, 2810-356 Almada - Portugal

support@fastrender.farm

www.fastrender.farm

("receiving party")

for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below).

**SUMMARY**

Disclosing party may disclose confidential and proprietary trade secret information to receiving party. The parties mutually agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (the "Confidential Information").

**DEFINITION OF CONFIDENTIAL INFORMATION (Written, Audio, Visual or Oral)**

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which disclosing and receiving party are engaged including but not limited to: Disclosing parties Project, its characters, ideas, story, and any or all related material imaginable.

**OBLIGATIONS OF RECEIVING PARTY**

The receiving party shall hold and maintain the Confidential Information of the other party in strictest confidence for the sole and exclusive benefit of the disclosing party. The receiving party shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. The receiving party shall not, without prior written approval of the disclosing party, use for the receiving party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the disclosing party, any of the Confidential Information. The receiving party shall return to disclosing party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of disclosing party.

**TIME PERIODS**

The non-disclosure and confidentiality provisions of this Agreement shall survive the termination of any relationship between the parties.

**MISCELLANEOUS**

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture partner or employee of the other party for any purpose. This Agreement may not be amended except in writing and signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of Portugal. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement and each party's obligations shall be binding on the representatives, assignees and successors of such party. Each party has signed this Agreement through its authorized representative.

**Disclosing party:** \_\_\_\_\_ **Receiving party:** Nanodatel, Lda,

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_