
 <p>JMS J. MOREIRA da SILVA & FILHOS S.A.</p>	Non-disclosure agreement	
	Supplier:	J. Moreira da Silva & Filhos, S.A.
	Location:	Av. das Fontainhas, 42 – 4589-907 Rebordosa - Portugal

Non-disclosure agreement

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IMP. 42.00	José Moreira	Manuel Silva		02/07/2018


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Non-disclosure agreement

Between

J. Moreira da Silva & Filhos, S.A.
(hereinafter referred to as "JMS")


and

(Company name and full address)

conclude the following non-disclosure agreement for the transfer of technical data.

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Preamble

The contracting parties intend to make each other’s proprietary data mutually accessible in order to improve their joint technical information exchange. Both parties are aware that the absolute confidentiality of this information is an essential prerequisite for this cooperation. An improper disclosure is to be prevented under all circumstances.

1) Scope of the obligation of secrecy

The obligation of secrecy under the terms of this agreement underlies the following information:

- a) all technical information
- b) technical drawings
- c) 3D - CAD data
- d) high resolution images
- e) other technical documents as well as samples and other technical knowledge


2) Obligation to confidentiality

The contracting parties undertake:

- a) to keep the disclosed documents, data records and samples strictly confidential and to take all necessary measures to prevent them from being made available to any third party. Employees, agents or other persons of the contracting parties who have access to this information and come into contact with the information are to undertake to adhere to this confidentiality agreement and shall be bound by contract to maintain this confidentiality, whereby this commitment shall also extend to the post-contractual period.
- b) to permit access to documents, data records and samples only to employees and persons who have been obliged to maintain secrecy. Within the statutory limits, these obligations shall also be imposed for the period after the employee has left the company.
- c) to use the documents, data records and samples without exception specifically for the purpose of serving processing and treatment, and to incorporate any breach of legislation as well as any improper use. The contracting parties shall take into account the known principles of data security, as well as to prevent the misuse by third parties.

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d) to not photocopy or reproduce in any other manner any of the disclosed documents, data records and samples, including in electronic form, in as far as the foregoing principles cannot be guaranteed.

e) neither to change nor to modify the documents, data records and samples.

3) Exclusion of license rights

The contracting parties undertake to not exploit the disclosed information or in particular make an application for property rights themselves, without explicit written approval. The agreement does not give grounds to any license or other rights of a contracting party to the confidential information of the other party, neither expressly nor in any other manner.

4) Exceptions

The obligation to secrecy and non-exploitation of the disclosed documents, data records and samples shall not apply in as far as:


- a) it can be proven that they were already known to the contracting parties prior to them being disclosed,
- b) they were known to or generally accessible by the public prior to them being disclosed,
- c) they were made known or generally accessible to the public after the disclosure without participation or fault of the contracting partner,
- d) the information, which has been disclosed or made available to the contracting parties at any time by legitimate third parties, is to be disclosed on the basis of a binding regulatory or judicial order or mandatory legal provision, provided that the other contracting party has been informed in writing in advance of the disclosure.

5) Exclusion from the disclosure obligation

This agreement does not demand any obligations, to mutually disclose special information, to use the disclosed information in a product, to ensure the accuracy or completeness of the disclosed information or to grant a contracting partner with licenses to industrial property rights or copyrights, which go beyond the right of use in this agreement.

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6) **Contract penalties**

In the event of a violation of the non-disclosure agreement, the contracting parties agree to the incurring of a contractual penalty. The penalty is 15 000€/violation and is due with the proof of the violation by JMS or by the customer. Further claims for damage that may arise at a later date are not excluded by the penalty.

7) **Written form**

Verbal collateral agreements do not exist. Amendments and addendum must be carried out in writing. If any provisions of this agreement become invalid or contain any loopholes, the remaining provisions shall remain valid. The invalid provision shall be replaced with one that comes closest to the commercial purpose of the invalid provision.

8) **Duration**

This agreement and the obligation to maintain secrecy are without a fixed term. Termination must be in writing.

9) **Return obligation**

After this contract expires, all documents, data records and samples are to be returned and any possible copies are to be destroyed. This is to be confirmed in writing in both instances, if by that time no further agreements have been concluded.

10) **Applicable law and court of jurisdiction**

The law of the Portuguese Republic applies to the agreement. Court of jurisdiction is Paredes.

Date: _____

JMS

CUSTOMER

Manuel Silva

(Name of the customer)

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