**CONFIDENTIALITY AGREEMENT**

This Agreement is made and entered into between:

**[BIzzdesign/Mega/Alfabet entity name + including legal form],** a company duly incorporated under the laws of [country], with its principal office at [address], registered under number [registration number], hereinafter referred to as "[Bizzdesign/Mega/Alfabet entity name]", and

[**name & legal form**], a company duly incorporated under the laws of [country], with its principal office at [place], registered under number [registration number], hereinafter referred to as "[contracting party name]"

[BIzzdesign/Mega/Alfabet entity name] and [contracting party name] are each hereinafter individually also referred to as the "Party" and, collectively, as the "Parties"

WHEREAS

the Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning concerning the licensing, deployment, and maintenance of enterprise architecture software solutions [or mentioned another purpose] (hereinafter referred to as the "Purpose");

the Parties may in these evaluations, discussions and negotiations disclose to each other certain Confidential Information (as defined below); and

the Parties have agreed that disclosure and use of Confidential Information shall be made on the terms and conditions of this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

# DEFINITIONS

## Wherever used in this Agreement, the following terms shall have the meanings set forth below:

**"Affiliate"** means any legal entity, at the time of disclosure to it of any Confidential Information, which is directly or indirectly controlling, controlled by or under common control with any of the Parties.

**"Agreement"** means this Confidentiality Agreement, as it may be amended from time to time pursuant to Subarticle 10.3 hereof.

**"Confidential Information"** means any information whether disclosed before or after the Effective Date of this Agreement in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of samples, models, computer programs or otherwise) including, but not limited to, information relating to business, product, software, financial, customer lists, business forecasts, sales, merchandising, human resources, patents, patent applications, source code, research, inventions, processes, designs, drawings, engineering, marketing or proprietary information, or any information that would, under the circumstances, appear to a reasonable person to be confidential or proprietary. However, the term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which a) is on the Effective Date, or thereafter becomes, publicly known without violation of this Agreement, b) is demonstrably developed at any time by the Receiving Party without use of Confidential Information, or c) is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use.

**"Contemplated Agreement"** means any future legally binding agreement between the Parties in respect of the Purpose.

**"Disclosing Party"** means the Party disclosing Confidential Information to the other Party under this Agreement.

**"Effective Date"** means the day this Agreement becomes effective in accordance with Subarticle 9.1 hereof.

**"Purpose"** means means the purpose defined in the preamble.

**"Receiving Party"** means the Party receiving Confidential Information from the other Party under this Agreement.

## Other capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement.

## Words indicating the singular only also include the plural and vice-versa, where the context so requires.

## The headings of the Articles in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

# NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

## The Receiving Party shall, during the term of this Agreement (as specified in Subarticle 9.2 hereof), not disclose to any third-party Confidential Information received from the Disclosing Party.

Alternative:   
2.1 The Receiving Party shall, during the term of this Agreement (as specified in Sub-article 9.2 hereof), and for a period of three (3) years following the disclosure of any Confidential Information, maintain the confidentiality of such Confidential Information and shall not disclose it to any third party.

## In addition to the responsibility not to disclose Confidential Information to any third party as set out in Subarticle 2.1 hereof, the Receiving Party shall, during the term of this Agreement, be liable for:

(I) any loss, theft, or other inadvertent disclosure of Confidential Information, and

(ii) any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) to whom the Receiving Party, under this Agreement, has the right to disclose Confidential Information received from the Disclosing Party.

The Receiving Party shall not be liable for such inadvertent or unauthorized disclosure if it has used the same degree of care in safeguarding such Confidential Information as it uses for its own confidential information of like importance. However, the Receiving Party must, in any case, have used not less than a reasonable degree of care, and, upon becoming aware of such inadvertent or unauthorized disclosure, have notified the Disclosing Party thereof and taken reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

# USE OF CONFIDENTIAL INFORMATION

## During the term of this Agreement (as specified in Subarticle 9.2 hereof), the Receiving Party is entitled to use Confidential Information, but only for the Purpose.

## The Receiving Party undertakes not to reverse engineer, create derivative works, decompile, disassemble, or otherwise modify any Confidential Information without the prior written consent of the Disclosing Party. Any derivative works or modifications made to the Confidential Information shall become the sole property of the Disclosing Party.

# PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

## The Receiving Party may disclose Confidential Information to any of its Affiliates, in which event the Affiliate shall be entitled to use or disclose the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party hereby warrants that any Affiliate to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement.

## The Receiving Party shall limit the dissemination of Confidential Information received from the Disclosing Party to its employees and Affiliates having a need to receive such information to carry out the Purpose or to comply with legal obligations in connection with the Purpose.

## The Receiving Party acknowledges that it can provide the Confidential Information to its contractors, subcontractors, agents, independent consultants, or similar entities but only if this is needed for the Purpose. The Receiving Party shall ensure that its contractors, subcontractors, agents, independent consultants or similar third parties to whom Confidential Information is provided shall be deemed to be bound and to abide by the terms of this Agreement or by obligations that are not less restrictive as those set forth in this Agreement.

## Notwithstanding Subarticle 2.1 hereof, the Receiv­ing Party shall not be prevented from disclosing Confidential Information received from the Disclosing Party if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided, that the Receiving Party first has given prior written notice to the Disclosing Party and made reasonable effort to protect the Confidential Information in connection with such disclosure.

# COPYING AND RETURN OF FURNISHED INSTRUMENTS

## The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents, or other instruments furnished by the Disclosing Party and containing Confidential Information, unless and to the extent it is necessary for the Purpose or to comply with legal obligations in connection with the Purpose.

## All samples, models, computer programs, drawings, documents and other instruments furnished and containing Confidential Information shall remain the Disclosing Party's property. Such instruments shall, at the Receiving Party´s discretion, be promptly returned or destroyed by the Receiving Party upon the Disclosing Party's request. Notwithstanding the foregoing, (i) machine-readable archival copies of Confidential Information need only be returned or destroyed in due course in conformance with Receiving Party’s written retention schedules; and (ii) the Receiving Party may retain copies of Confidential Information only to the extent as necessary for the purpose of complying with any orders, subpoenas, or legal requirements.

# NO TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this Agreement shall be construed as transferring, by license or otherwise, any rights of the Disclosing Party, such as patent rights, copyrights, or other intellectual property rights in respect of any Confidential Information.

# NO REPRESENTATIONS OR WARRANTIES

The Confidential Information is delivered "as is" and all representations and warranties, expressed or implied, are hereby disclaimed, including but not limited to, that:

a) the Confidential Information is accurate or reliable for any purposes whatsoever; and

b) the use of the Confidential Information does not infringe any rights that may be held by a third party in respect of any such information.

# NON-DISCLOSURE OF NEGOTIATIONS

Except as provided in Article 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Purpose. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions.

# TERM AND TERMINATION

## This Agreement shall become effective on the day it has been duly signed by both Parties. The provisions of this Agreement shall, however, apply retroactively to any Confidential Information which may have been disclosed in connection with discussions and negotiations regarding the Purpose prior to the Effective Date.

## This Agreement shall remain in force for three (3) years from the Effective Date, unless and to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

# Anticorruption and export control

## Each Party represents and warrants to the other Party as follows: (i) it is not a person under freezing measures adopted by any governmental or other authority or any trade restrictions set by any governmental or other authority; and (ii) it is not controlled by any person under freezing measures adopted by any governmental or other authority or does not act for the benefit or on behalf or at the direction of any person under freezing measures adopted by any governmental or other authority; and (iii) does not deal and undertakes not to deal with any person subject to measures adopted by any governmental or other authority; and (iv) neither Party will offer or give money or anything of value to any person, in order to obtain or retain business for the benefit of itself or the other Party under this Agreement, or to secure any other improper advantage for itself or the other Party.

## The representations and warranties set forth in this clause are substantial for the performance and termination of the Agreement. Any breach of this clause shall be considered as a material breach justifying the termination of the Agreement by the other Party only upon written notice. Each Party agrees that it will indemnify and hold harmless the other Party from and against any losses (direct and indirect) arising out of or in connection with non-compliance, breach, omission or inaccuracy of the representations and warranties stipulated in this clause.

## In addition to the claim for damages, the Party, which becomes aware of the non-compliance, breach, or omission by the other Party of the representations and warranties stipulated in this clause may unilaterally terminate the Agreement upon prior written notice to the other Party.

# MISCELLANEOUS PROVISIONS

## This Agreement shall not be construed as creating or implying on the Parties, or their Affiliates, neither an obligation to disclose Confidential Information to the other Party nor an obligation to enter into any other agreement or arrangement with each other.

## The failure by either Party to enforce any provision of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its right hereunder.

## Any amendment to this Agreement shall be agreed to in writing by both Parties and shall refer to this Agreement.

# GOVERNING LAW AND JURISDICTION

## This Agreement shall be governed by and construed in accordance with the laws of the [country / US State].

## Any and all disputes, differences or questions between the Parties with respect to any matter arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of [country / US State].

The Parties agree that this Agreement may be executed by electronic signatures, which shall be deemed as legally binding and enforceable as original signatures. Electronic signatures may be exchanged through any secure electronic means agreed upon by the Parties. Such execution shall have the same effect as a signed original document, and the Parties acknowledge that they are entering into a legally binding agreement upon their execution of the Agreement electronically. fThis Agreement has been signed by the Parties in two (2) identical copies, of which the Parties have each taken one (1).

………………………. ……………………….

Place: Place:

Date: Date:

Name: Name:

Title: Title:

Signature: Signature: