



**SANGFOR**



**SANGFOR  
SECURITY**

# Non-Disclosure Agreement (NDA)



*Make IT Simpler, More Secure and Valuable*

**Sangfor Technologies**

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## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this date (today's date) 29 March 2020, by and between                     , located at                      (the "**Disclosing Party**"), and SANGFOR TECHNOLOGIES INC. with an address at                      (the "**Receiving Party**") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information: For the 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 the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a written indication that the oral communication constitutes Confidential Information.

2. Exclusions from the definition of Confidential Information: Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party, (b) information discovered or created by the Receiving Party before disclosure by Disclosing Party, (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives, or (d) is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

3. Obligations of the Receiving Party: The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall carefully and reasonably restrict access to Confidential Information to employees, contractors and third parties, and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use Confidential Information for the Receiving Party's own benefit by publishing, copying, or otherwise disclosing to others, or permitting use by others, for their benefit or to the detriment



of the Disclosing Party. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party makes said request in writing.

4. Time Periods: The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, or until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement, whichever occurs first.

5. Relationships: Nothing contained in this Agreement shall be deemed to constitute either party, partner, joint venturer or employee of the other party, for any purpose.

6. Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best represent the intent of both parties.

7. Integration: This Agreement expresses complete understanding of the parties with respect to the subject matter, and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. Waiver: Failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.



This Agreement and each party's obligations are binding for the representatives, assignees and successors of such party. Each party attests that they have signed this Agreement using an authorized representative.

Disclosing Party	Receiving Party
Signature: _____	Signature: _____
Name:	Name:
Title:	Title:
Date:	Date: