

# Sales Agreement Non-disclosure Appendix

between

<Seller Name>

And

<Buyer Name>

This Sales Agreement ("Agreement") is entered into as of the <date> (hereinafter referred to as the "Effective Date") by and between: <Seller Name>, organized and existing under the laws of the <Seller Country> with its registered office at <Seller Address> (hereinafter referred to as Seller), and <Buyer Name>, organized and existing under the laws of the <Buyer Country> with its registered office at <Buyer Address> (hereinafter referred to as Buyer).

**Intellectual Property.** "Intellectual Property" means all intellectual property and proprietary rights thereto, including without limitation, all rights of inventorship and authorship, inventions, patents, patent applications, internal imagery and know-how for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights, registrations and applications for registration therefore, and all rights in trade secrets, computer software, data and databases, and mask works.

## **Seller Confidential Information.**

"Seller Confidential Information" shall be limited to information directly related to the Seller and which was disclosed by Seller to Buyer:

- (i) in tangible form and clearly marked at the time of disclosure as being Seller Confidential Information by an appropriate and conspicuous marking; or
- (ii) in intangible form (e.g., oral or visual) provided it is identified as being confidential at the time of disclosure, and it is confirmed as such in writing to Buyer within ten (10) days after such disclosure;
- (iii) by electronic transmission (including, but not limited to, facsimile, electronic mail and the like) in either human readable or machine readable form and clearly identified at the time of disclosure as being Seller Confidential Information by an appropriate and conspicuous electronic marking within the electronic transmission, such marking to be displayed in human readable form along with any display of the Seller information; or
- (iv) by delivery of an electronic storage medium or memory device and clearly identified at the time of disclosure as being Seller Confidential Information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored Seller Confidential Information, such that said marking is displayed in human readable form along with any display of the Seller Confidential Information.

The Buyer shall protect Seller Confidential Information identified from unauthorized use or disclosure by the exercise of the same degree of care as Buyer employs to protect its own information of a like nature, but not less than reasonable care.

Any Seller Confidential Information disclosed to or received by Buyer may not be disclosed by the Buyer to any other party without the express permission of the Seller in writing and subject to the same obligations of confidentiality in this Agreement.

The Parties have caused this AGREEMENT to be executed by their duly authorized representatives on the date(s) below:

<Seller>

<Buyer>

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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