

Confidentiality Disclosure Agreement

Dated / /

PARTIES

..... of ("Discloser" – YES director)

..... of ("Recipient")

1. The Discloser wishes to discuss certain ideas with, and disclose certain information to, the Recipient. The parties agree to deal with that information on the terms of this agreement.
2. The Recipient:
 - (a) agrees to keep confidential all information it receives about the Discloser and the Discloser's products and technology whether or not that information is in writing ("Confidential Information");
 - (b) will not tell anyone about the Confidential Information, or disclose the Confidential Information to anyone except for any employees of the Recipient who need to know it for the purposes of discussions with the Discloser; and
 - (c) will only use the Confidential Information for the purpose of discussions with the Discloser.
3. The Recipient's obligations under clause 2 do not apply to any Confidential Information that:
 - (a) the Recipient already knew before it was received under this agreement;
 - (b) is independently developed by the Recipient without using any of the Discloser's Confidential Information;
 - (c) is disclosed to the Recipient by a third party who owed no obligations of confidence to the Discloser;
 - (d) is or becomes part of the public domain other than because the Recipient breached this agreement; or
 - (e) is required by law to be disclosed.
4. The Recipient will return all Confidential Information to the Discloser when requested by the Discloser and, in any event, on completion of the parties' discussions.
5. This agreement is governed by New Zealand law.

SIGNED

..... by:

Signature

Date

..... by:

Signature

Name