Mutual Non-Disclosure Agreement

For discussions with clients, investors and partners

Novos Ventures · novosventures.com · hello@novosventures.com

DRAFT TEMPLATE – NOT LEGAL ADVICE

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This agreement is made on [date] between Truway Sunergy Ltd, trading as Novos Ventures, a company registered in Ireland (CRO No. 577016), whose registered office is at [registered office address] ("Novos Ventures", "we", "us"); and [Other party legal name], [company number], of [address]. Each is a "Party".

1. Purpose

1.1 The Parties wish to share confidential information to evaluate and discuss [describe purpose, e.g. a grant application, investment opportunity or partnership] (the "Purpose").

2. Confidential information

2.1 "Confidential Information" means all information disclosed by one Party to the other, in any form, that is marked confidential or would reasonably be understood to be confidential, including business plans, financials, pitch decks, grant applications, investor details and personal data.

2.2 It does not include information that is or becomes public through no fault of the recipient, was already lawfully known to the recipient, is received lawfully from a third party, or is independently developed.

3. Obligations

3.1 The recipient will use Confidential Information only for the Purpose, keep it secure, and disclose it only to its employees, advisers and contractors who need it for the Purpose and are bound by equivalent obligations.

3.2 The recipient may disclose Confidential Information if required by law or a regulator, giving the discloser prompt notice where lawful.

4. Return and deletion

4.1 On request, the recipient will return or delete the Confidential Information, except copies kept in routine backups or required by law, which remain confidential.

5. Duration

5.1 This agreement applies to information disclosed during [__] months from the date above, and the obligations last for [__] years after disclosure (indefinitely for trade secrets).

6. No other rights

6.1 No licence or other right is granted. Neither Party is obliged to enter into any further transaction.

7. Remedies

7.1 Damages may not be an adequate remedy for breach, and the discloser may seek an injunction.

8. General

8.1 Entire agreement. This document (with any schedule or order form) is the whole agreement between the parties on its subject and replaces any earlier discussions.

8.2 Changes. Any change must be agreed in writing (email is enough) by both parties.

8.3 Assignment. Neither party may transfer this agreement without the other party's written consent, which will not be unreasonably withheld.

8.4 Notices. Notices must be in writing and sent by email to the address given by each party (for Novos Ventures: hello@novosventures.com) or by post to the registered office.

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8.5 Severability. If any part of this agreement is found invalid, the rest remains in force.

8.6 No partnership. Nothing in this agreement creates a partnership, joint venture or employment relationship.

8.7 Third parties. No one other than the parties has any right to enforce this agreement.

8.8 Counterparts and e-signature. This agreement may be signed electronically and in counterparts.

8.9 Governing law. This agreement is governed by the laws of Ireland and the courts of Ireland have exclusive jurisdiction.

Signed for and on behalf of
Truway Sunergy Ltd t/a Novos Ventures

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of
[Other party legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

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