Non-Disclosure Agreement (One-Way)

For when only one party shares confidential information

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

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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] (the "Other Party").

1. Roles

1.1 For this agreement, the party sharing information (the "Discloser") is: [ ] Novos Ventures [ ] the Other Party. The other party is the "Recipient".

1.2 Typical uses: a founder sharing a pitch deck, business plan or grant proposal with Novos Ventures; or Novos Ventures sharing client or deal information with a consultant, partner or prospective investor.

2. Purpose

2.1 The Recipient receives the Confidential Information only to [describe purpose, e.g. assess eligibility for grant funding / evaluate an investment opportunity / provide services to a Novos Ventures client] (the "Purpose").

3. Confidential information

3.1 "Confidential Information" means all information disclosed by the Discloser, in any form, that is marked confidential or would reasonably be understood to be confidential. This includes business plans, financial information, pitch decks, grant applications, product and technical details, customer and investor information, and personal data.

3.2 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 without restriction, or is independently developed by the Recipient.

4. Recipient obligations

4.1 The Recipient will keep the Confidential Information secure, use it only for the Purpose, and not copy it except as needed for the Purpose.

4.2 The Recipient may share it only with its employees, advisers and contractors who need it for the Purpose and are bound by confidentiality obligations at least as strict as these. The Recipient is responsible for their compliance.

4.3 The Recipient may disclose Confidential Information where required by law, a court or a regulator, giving the Discloser prompt notice where lawful.

4.4 The Recipient will notify the Discloser promptly of any unauthorised use or disclosure.

5. Personal data

5.1 Any personal data in the Confidential Information will be handled in line with the GDPR and the Data Protection Acts 1988 to 2018, and only for the Purpose.

6. Return and deletion

6.1 On request, or when the Purpose ends, the Recipient will return or delete the Confidential Information. Copies in routine backups or kept by law may be retained but remain confidential.

7. Duration

7.1 This agreement covers information disclosed in the [__] months from the date above. The obligations last for [__] years after each disclosure, and for trade secrets for as long as they remain secret.

8. No other rights

8.1 All Confidential Information remains the property of the Discloser. No licence is granted, and neither party must enter into any further agreement. Information is provided "as is".

9. Remedies

9.1 The Discloser may seek an injunction for an actual or threatened breach, in addition to any other remedy.

10. General

10.1 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.

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

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

10.4 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.

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

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

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

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

10.9 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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