



**Chocolate Graphics International  
South Eastern Europe**

**NON-DISCLOSURE  
and  
NON-USE  
AGREEMENT  
(NDNU)**

Please return the completed and fully signed NDNU to :-

**Chocolate Graphics South Eastern Europe**

**Attention : Remus Balan**

**Email : [remus.balan@cgro.ro](mailto:remus.balan@cgro.ro)**

**Fax : +40 341 106 811**



## **NON-DISCLOSURE AND NON-USE AGREEMENT (NDNU)**

This Non-Disclosure and Non-Use Agreement (this "Agreement") is entered into

as of the : ..... 200.....

by and between:

**(the "Company")**

**Chocolate Graphics (Europe) Ltd**

and

**(the "Confidant")**

**Individual's Name** .....

**Company Name & Title** (if a company) .....

.....

**Address**.....

.....

**Country** .....

The Company is in the business of marketing and licensing certain proprietary technology relating to a process and technique for the manufacture of chocolate products with raised designs, and the Confidant is in the business specified in Exhibit 'A' hereto.

In order to pursue the mutual business purpose specified in Exhibit 'A' (the "Mutual Purpose"), the Company and Confidant recognise that there is a need for the Company to disclose to Confidant certain confidential information of the Company. The Company is willing to disclose such confidential information, providing that it is used only for the Mutual Purpose and is protected from unauthorised use and disclosure.

In consideration of the disclosure of such information by the Company, the Confidant agrees as follows:

### **1. Definition**

This Agreement shall apply to all confidential and proprietary information disclosed by the Company to the Confidant, including - but not limited to - information listed in Exhibit 'A' (the "Confidential Information").

### **2. Non-Disclosure and Non-Use**

The Confidant agrees to hold the Confidential Information in strict confidence and not to disclose the Confidential Information to any third parties, or use it for any purpose other than the Mutual Purpose, without the prior written consent of the Company. The Confidant may disclose the Confidential Information to its responsible employees, but only to the extent necessary to carry out the Mutual Purpose.

The Confidant agrees that all such employees must be bound by an appropriate agreement with the Confidant not to disclose such Confidential Information to third parties, including consultants, or to use it for any purpose other than the Mutual Purpose.

### **3. Exceptions**

The Confidential Information shall not include any information that is already known to the Confidant at the time that it is disclosed to the Confidant, or which:

- (a) becomes publicly known through no wrongful act of the Confidant;
- (b) is rightfully received from a third party without restriction on disclosure and without breach of this Agreement;
- (c) is independently developed by the Confidant;
- (d) is approved for release by written authorisation of the Company;
- (e) is furnished by the Company to a third party without a similar restriction on disclosure; or
- (f) is disclosed pursuant to a requirement of a government agency or of law.

### **4. Ownership**

The Confidant hereby acknowledges that all Confidential Information shall be owned solely by the Company and that the unauthorised disclosure or use of the Confidential Information will cause irreparable harm and significant injury that will be difficult to ascertain.

The confidant also agrees not to register nor use the Company name in any manner whatsoever until a Licence agreement is signed.

## **Ownership cont ...**

The use of the Company's name includes any advertising, printed material of any form, registration of companies, purchase of Web Domains or Email addresses or names. Accordingly, the Confidant agrees that the Company shall have the right to obtain an immediate injunction enjoining any breach of this Agreement.

### **5. Return of Materials**

Upon the written request of the Company, the Confidant will return to the Company all computer program code, documentation and other items representing the Confidential Information and all copies thereof in the Confidant's possession or control.

### **6. No License**

The Confidant recognises and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

### **7. Governing Law**

This initial Confidentiality Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia.

### **8. Term**

This Agreement shall remain in effect for a period of ten (10) years from the date hereof.

### **9. Attorney's Fees**

In any action to enforce this Agreement, the prevailing party will be entitled to its attorneys' fees in addition to any other recovery awarded.

**IN WITNESS WHEREOF:**

The parties have executed this Agreement as of the date written below.

**The “Company”**

By : **Chocolate Graphics**

.....  
Print Full Name

.....  
Print Title

.....  
Signature

Date : .....200...

**The “Confidant”**

By: .....  
Print Full Name

.....  
Company Name & Title (if a company)

.....  
Signature

Date : .....200...

**Please Note:**

Please take time to check that all details are correct  
and ensure you fully sign *each* page  
(we cannot accept ‘electronic’ signatures)

Within 15 days of receiving this document  
CGI will return to you a “Signed and Sealed” copy for your records

