

BUSINESS PLAN NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement**, hereinafter known as the “Agreement” is to acknowledge that the information contained in this business plan, provided by _____ (Disclosing Entity), hereby known as the “Business”, is unique and confidential. Anyone reading this plan agrees not to disclose its contents without the clear and express written permission of the Business.

It is also acknowledged by _____, hereby known as the “3rd Party” that the information contained in the business plan is in all aspects confidential in nature, other than information that is in the public domain, and that any disclosure or use of the same by the reader may cause serious harm and or damage to the Business. Any breach in confidentiality of the 3rd Party shall result in monetary damages, of which may not be an exclusive remedy and shall be determined by the court of jurisdiction as decided by the Business.

Upon request, this business plan document will be immediately returned to the Business.

Parties agree that they shall attempt to resolve any dispute arising from this Agreement through mediation using one mediator, appointed by the President of the Court of Arbitration of the European Chamber of Digital Commerce. If mediation is not successful, the dispute shall be exclusively and finally settled under the UNCITRAL Arbitration Rules by one arbitrator, appointed by the President of the Court of Arbitration of the European Chamber of Digital Commerce. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016) and, with respect to issues not covered by such Principles, by generally accepted principles of international commercial law.

Date _____

3rd Party's Signature _____

Printed Name _____