

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made the _____ day of _____ 20__

BETWEEN: **ECO-INDUSTRIAL DEVELOPMENT COMPANY OF TOBAGO (E-IDCOT) LTD** a company duly incorporated under the Companies Act 1995 of the Laws of Trinidad and Tobago and having its registered office at First Floor, Isaac T. McLeod Building, Sislyn Thomas-Craig Road, Cove Eco-Industrial and Business Park, Canoe Bay Road, Cove in the Island of Tobago (hereinafter called " E-IDCOT")

AND: of..... (hereinafter called "the Proposed Tenant")

WHEREAS:

- (1) The Proposed Tenant agrees to provide certain personal, business and professional and financial data to E-IDCOT in its application to E-IDCOT for consideration of a tenancy agreement with E-IDCOT (hereinafter referred to as "the confidential information")
- (2) E-IDCOT may come into contact with certain financial, commercial and technical information of a confidential nature in consideration of the application of the Proposed Tenant;
- (3) It is vital to the commercial interests of the Proposed Tenant that E-IDCOT recognises the strictly secret and confidential nature, as well as the ownership by the Proposed Tenant, of the Proposed Tenant's confidential information and materials to which E-IDCOT may have access or which the Proposed Tenant may disclose to E-IDCOT in connection with the said application.
- (4) E-IDCOT has agreed to protect the Proposed Tenant's confidential information and materials and maintain the confidentiality thereof.

NOW THEREFORE this Agreement in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

- 1.1 "Agreement" means this document and the annexed completed Application for Tenancy Form which are incorporated herein together with any future written and executed amendments.
- 1.2 "Confidential Information" means information or materials in any form disclosed or made available by the Proposed Tenant to E-IDCOT that E-IDCOT knows or has reason to know (either because such information is marked or otherwise identified by the Proposed Tenant orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is confidential information of the Proposed Tenant, and shall include, without limitation, (a) the current, future and proposed products or services of the Proposed Tenant as well as financial, technical, research, operational, sales and marketing information related thereto; (b) ideas, inventions, technical information and works of authorship; (c) trade secrets,

business plans, business forecasts, strategies, budgets, prices and costs, financial statements, research sales and distribution arrangements and the identity of contractors and suppliers; and (d) any information regarding the skills and compensation of employees or contractors of the Proposed Tenant.

Confidential Information shall not include information that: (a) was in the public domain at the time it was disclosed or entered the public domain subsequent to such time through no fault of E-IDCOT (b) was in E-IDCOT's possession free of any obligation of confidence at the time of disclosure by the Proposed Tenant or (c) was rightfully communicated to E-IDCOT free of any obligations of confidence subsequent to the time of disclosure by Company.

- 1.3 "Intellectual Property Rights" means all rights, title and interest in and to any and all ideas, discoveries, inventions or creations, and know-how including, without limitation, patents, trade-marks, service marks, designs, integrated circuit topographies, copyrights, including applications for any of the foregoing, as well as design rights, confidential information, trade secrets and any other similar intellectual property rights protected in Trinidad and Tobago and in any other country.

2. CONFIDENTIALITY AND NON-DISCLOSURE

- 2.1 E-IDCOT hereby acknowledges:

2.1.1 that it is vital to the commercial interests of the Proposed Tenant that E-IDCOT recognise the strictly secret and confidential nature, as well as the ownership by the Proposed Tenant, of the Confidential Information to which E-IDCOT may have access or which the Proposed Tenant may disclose to E-IDCOT in connection with the application referred to herein;

2.1.2 that nothing contained in this Agreement shall be construed as granting to E-IDCOT any Intellectual Property Rights in or relating to the Confidential Information provided herein.

- 2.2 E-IDCOT hereby agrees:

2.2.1 to keep secret all Confidential Information made available to E-IDCOT in connection with the Application.

2.2.2 to keep secret and to make no use, except for the specific purposes of the consideration of the application, and to take all necessary measures and precautions in order to maintain the confidential, proprietary and secret nature and character, of any or all Confidential Information that the Proposed Tenant may provide or furnish to E-IDCOT or disclose orally or in writing to E-IDCOT. Without limiting the generality of the foregoing, E-IDCOT agrees that it will not directly or indirectly disclose to others, use for its own benefit or copy or make notes or records of any Confidential Information that the Proposed Tenant may provide or furnish to E-IDCOT or disclose orally or in writing to E-IDCOT.

- 2.2.4 to keep no copies, photocopies, drafts or any other form of reproduction of any documents relating to the Confidential Information supplied, compiled or prepared by or for the Proposed Tenant or by or for E-IDCOT in connection with the application, except with the written permission of the Proposed Tenant and to return to the Proposed Tenant all the above mentioned documents and copies thereof forthwith upon receipt of a written request to such effect made by the Proposed Tenant;
- 2.3 In the event E-IDCOT becomes legally compelled by any Court of Law to disclose any of the Confidential Information, E-IDCOT will furnish the Proposed Tenant with prompt written notice thereof so that the Proposed Tenant may seek a protective order or other appropriate remedies prior to any disclosure.

3. OWNERSHIP

- 3.1 E-IDCOT acknowledges that the Confidential Information and all documents and material related to the said application is and shall remain the sole, exclusive and valuable property of the Proposed Tenant, and that E-IDCOT has and shall retain no right, title or interest therein. Any and all printed, typed, written or other material which E-IDCOT may have or obtain with respect to the Confidential Information (including all copyrights therein) shall be and remain the exclusive property of the Proposed Tenant.

4. DURATION AND TERM

- 4.1 The effective date of this Agreement shall be on the date of the execution thereof.
- 4.2 The obligations stipulated in this Agreement shall continue in force indefinitely until such time as the Confidential Information shall no longer be of a confidential, proprietary and secret nature, and shall apply to any future discussions between the Proposed Tenant and E-IDCOT concerning future proposed arrangements.

5. NOTICE

- 5.1 Any notice provided for in this Agreement shall be in writing and will be deemed to have been given three (3) days after having been mailed, postage pre-paid, by certified or registered mail.
- 5.2 Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
- 5.3 Addressing and delivery is to be made as follows:

If to E-IDCOT:

ECO-INDUSTRIAL DEVELOPMENT COMPANY OF TOBAGO (E-IDCOT) LTD

First Floor, Isaac T. Mc Leod Building,
Sislyn Thomas-Craig Road,
Cove Eco-Industrial and Business Park,
Canoe Bay Road, Cove,
Tobago

Tel:

Facsimile:

If to the Proposed Tenant:

.....
.....
.....

Tel. No:

Facsimile:

6. GENERAL PROVISIONS

6.1 Modification

This Agreement constitutes the parties entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and other agreement or understanding between them relating to the same subject matter. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

6.2 Assignment

The E-IDCOT shall not assign this Agreement or any of its rights or obligations hereunder without the Proposed Tenant's prior written consent, which consent may be withheld at the Proposed Tenant's sole discretion.

6.3 Binding Agreement

The terms of this Agreement shall bind the parties and their respective successors, heirs and permitted assigns.

6.4 **Governing Law**

This Agreement shall be interpreted under the laws of the Republic of Trinidad and Tobago.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the day and date hereinbefore.

ON BEHALF OF E-IDCOT

ON BEHALF OF THE PROPOSED TENANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title