

THE TECHNOLOGY OF NATURE SM



Talent / Producer
Standard
Non-Disclosure
Agreement

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Non-Disclosure Agreement (NDA)

made this _____ day of _____ 20____.
 between _____, whose principal address is
 _____ (hereinafter "talent");

and **Pharmnat / Farmnat Ltd.**, whose principal manufacturing facilities are in the republic of Armenia. (hereinafter "Producer"). Financier and Producer may be referred to in this agreement in a singular as a Party and collectively as the Parties.

1. Purpose. The parties wish to explore a business opportunity of mutual interest (hereinafter "Purpose") in connection with which each party may disclose to the other certain confidential technical and/or business information which the disclosing party desires the receiving party to treat as confidential. For purposes of this Agreement, the term "Receiving Party" means a party that is the recipient of or has access to Confidential Information (defined below) of the other party (hereinafter "Disclosing Party").

2. Confidential Information. "Confidential Information" means any information disclosed during the terms of this Agreement by a Disclosing Party to a Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, business plans, source code, software, documentation, financial analyses, marketing plans, customer names, customer lists, customer data, product plans, products, services, inventions, processes, designs, drawings, engineering or hardware configuration information, know-how, trade secrets, or any other proprietary or business information), which is designated as "Confidential" or "Proprietary." Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or (vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party shall give the Disclosing Party written notice of such requirement prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate relief.

3. Non-Disclosure and Non-Use. A Receiving Party shall not disclose any Confidential Information of the Disclosing Party to third parties or to the Receiving Party's employees or affiliates, except those employees or affiliates who require the information for the Purpose and who have signed a confidentiality agreement at least as protective of the Confidential Information of the Disclosing Party as this Agreement. A Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than the Purpose. A Receiving Party shall not reverse-engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody Confidential Information of the Disclosing Party.

4. Maintenance of Confidentiality. A Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, a Receiving Party shall exercise the same degree of care to protect Confidential Information of the Disclosing Party as it does to protect its own confidential information of like nature and importance, which shall in no event be less than reasonable care. A Receiving Party shall not make any copies of the Disclosing Party's Confidential Information without the prior written approval of the Disclosing Party. A Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. A Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

6. No Warranty. All Confidential information is provided "As Is." Each Party makes no warranties, express, implied, or otherwise, regarding its accuracy, completeness, or performance.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed to a Receiving Party by the Disclosing Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, trade secret, or other intellectual property rights of the other party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

9. Term. This Agreement will expire in 60 days from date of signing. The obligations of a Receiving Party hereunder shall continue for a period terminating five (5) years from the date on which Confidential Information is last disclosed under this Agreement.

10. Arbitration. Any dispute relating to this agreement by any party shall be decided by binding arbitrations provided in the California Code of Civil Procedure, beginning at section 1280, and shall include full rights of discovery. In any suit or arbitration on this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. Mediation of Disputes. Parties agree to and shall mediate any dispute or claim between them arising out of this Agreement or any resulting transaction. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential and according with the California Evidence Code 1152.5. In the event the parties are not able to agree on a mediator within 30 days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which the business is located shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. Should the prevailing party attempt an arbitration or a court action before attempting mediation, the prevailing party shall not be entitled to attorney fees that might otherwise be available to it in a court action or arbitration, and in addition thereto, the party which is determined by the arbitrator or judge. Mediation fees, if any, shall be divided equally among the parties to the disputes.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assignees. This Agreement shall be governed by the laws of the State of California without reference to conflict of laws or principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Neither party may assign its rights or obligations hereunder without the other party's written consent.

12. Severability. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable, and, to the fullest extent permitted by law, such offending term or terms shall be replaced with an enforceable term or enforceable terms that as nearly as possible effect the parties' intent.

Talent's Full Name _____ Signature _____ Date ___/___/20___

Arsen Dabaghyan / CFO / @ PHARMNAT LLC. Signature _____ Date ___/___/20___