VISITOR’S NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") takes effect on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [VISITOR NAME]** (the "Visitor"), an individual with his main address located at OR a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **ACCESS TO CONFIDENTIAL INFORMATION**

The Visitor understands that he/she may be given access to confidential information belonging to the Company through his/her relationship with the Company or as a result of his/her access to the Company's premises.

1. **NATURE OF CONFIDENTIAL INFORMATION**

The Visitor understands and acknowledges that the Company's trade secrets consist of information and materials that are valuable and not generally known by the Company's competitors. The Company's trade secrets include:

2.1 Any and all information concerning the Company's current, future or proposed products, including, but not limited to, unpublished computer code (both source code and object code), drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.

2.2 Information and materials relating to the Company's purchasing, accounting and marketing; including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and pricing information and customer lists.

2.3 Information of the type described above which the Company obtained from another party and which the Company treats as confidential, whether or not owned or developed by the Company.

1. **VISITOR’S OBLIGATIONS**

In consideration of being admitted to the Company's facilities, The Visitor agrees to hold in the strictest confidence any trade secrets or confidential information which is disclosed to him/her. The Visitor agrees not to remove any document, equipment or other materials from the premises without the Company's written permission. The Visitor will not photograph or otherwise record any information to which he/she may have access during the visit.

1. **BINDING AGREEMENT**

This Agreement is binding on the Visitor, his/her heirs, executors, administrators and assigns; and inures to the benefit of the Company, its successors and assigns.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Company and the Visitor with respect to its subject matter. It supersedes all earlier representations and understandings, whether oral or written.

IN WITNESS WHEREOF, Company and Customer have executed this agreement at [DESIGNATE PLACE OF EXECUTION] on [DATE].

COMPANY VISITOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title