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**SECRECY AGREEMENT
(EXAMPLE)**

Letterhead of the DISCLOSING COMPANY

Addressed to the (RECIPIENT COMPANY)

SECRECY AGREEMENT

Dear Sirs,

We understand that you are interested in obtaining technical information on our technology in order to evaluate its incorporation in a future plant which you are contemplating to set up for the manufacture of For this purpose, we are prepared to disclose to you, either directly or through a party authorized by us to do so, the necessary technical information concerning our technology, which we have developed over many years and in which we have invested substantial time and money. In consideration of our disclosure to you of such information for above purpose, we hereby ask you to agree as follows :

1. PROCESS shall mean a process for the manufacture of as developed by us and briefly described in

2. TECHNICAL INFORMATION shall mean data, plans, specifications, flow sheets, drawings, operating instructions, and similar information relating to PROCESS.

3. You agree to hold in confidence and not to disclose to third party any part of TECHNICAL INFORMATION furnished directly or indirectly, in writing or otherwise, to you by us, except such parts :

- a) which at the time of the disclosure to you by us are in the public domain, or which later on become part of the public domain through no breach of this agreement,
- b) which you can show were in your possession prior to the disclosure to you by us and were not previously obtained by you directly or indirectly from us, or
- c) which you can show were received by you after the time of disclosure hereunder from a third party who did not acquire such information directly or indirectly from us.

4. This agreement shall not be construed as granting to you any license rights or other rights relating to PROCESS, except as expressly provided herein or specifically agreed to by us.

5. You agree to make no commercial use of and not to incorporate in any plant any part of TECHNICAL INFORMATION, except as specifically agreed to by us.

6. You agree to assume responsibility for the actions of such of your executives and employees who may have access to TECHNICAL INFORMATION.

If the foregoing terms and conditions are acceptable to you, please indicate your confirmation by signing and returning to us the duplicate copy of this letter.

Yours faithfully,
DISCLOSURE COMPANY

Accepted and agreed
RECIPIENT COMPANY ;
By
Title..
Date