**Non - Disclosure Agreement (Mutual)**

**This Non-Disclosure Agreement** (the "**Agreement**") is made and entered into as of [DATE] (the “Effective Date”), by and between:

* **Admex Advisory Limited**, a company incorporated under the laws of Cyprus, with its registered office at Agias Faneromenis 143–145, Patsias Court, Flat/Office 201, 6031 Larnaca, Cyprus (hereinafter the " **Introducer** "), and
* **[Provider Name]**, an individual with identification [Passport/ID No. \_\_\_\_\_\_] and residing at [Address] (hereinafter the "**Introducer**").

The Provider and the Introducer are referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS,** in connection with the business relationship between the Parties – including discussions and cooperation regarding the introduction of clients by the Introducer to the Provider and the provision of services by the Provider to those clients – each Party may disclose or make available to the other certain confidential, proprietary, or sensitive information. The Parties wish to ensure that such information is kept confidential and not disclosed or misused.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definition of Confidential Information**

**"Confidential Information"** means any and all non-public information, in any form or medium, disclosed by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether disclosed before or after the Effective Date, that is designated as confidential or proprietary, or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information includes, without limitation: business plans, financial data and records, pricing information, profit margins, customer and client information (including identities of clients introduced or referred by the Introducer to the Provider, and any related data), marketing strategies, trade secrets, know-how, formulas, techniques, designs, research, development, intellectual property, software (including source code or object code), inventions, processes, supplier and partner information, and any other information that the Disclosing Party considers proprietary or confidential.

Confidential Information also includes the fact that the Parties are in discussions or a business relationship, and the terms and conditions of any agreements or transactions between them (including the terms of the Introduction Agreement between the Parties).

Information shall **not** be deemed Confidential Information to the extent that the Receiving Party can demonstrate by credible evidence that such information: (a) is or becomes generally available to the public through no breach of this Agreement by the Receiving Party; (b) was already known to or in the possession of the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party’s written records; (c) is independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party and by individuals who have not had access to the Disclosing Party’s Confidential Information; or (d) is obtained by the Receiving Party from a third party who is not bound by a duty of confidentiality to the Disclosing Party and who has the lawful right to disclose such information.

**2. Confidentiality Obligations**

**2.1 Non-Use and Non-Disclosure:** Each Party, as a Receiving Party, shall hold all Confidential Information of the other Party in strict confidence. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose, disseminate, or otherwise make available any Confidential Information of the Disclosing Party to any third party, except as expressly permitted by this Agreement. Moreover, the Receiving Party shall not use the Disclosing Party’s Confidential Information for any purpose other than the following (the “**Permitted Purpose**”): **evaluating, pursuing, or carrying out the current or prospective business cooperation or transactions between the Parties, including the Introducer’s referral of clients to the Provider and the Provider’s provision of services to such clients.** Any other use of Confidential Information, for the Receiving Party’s benefit or the benefit of any third party, is strictly prohibited without the Disclosing Party’s prior written consent.

**2.2 Standard of Care:** The Receiving Party shall protect the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information of which it becomes aware and shall cooperate with the Disclosing Party in any efforts to prevent further unauthorized use or disclosure and/or remedy the situation.

**2.3 Authorized Recipients:** The Receiving Party may disclose Confidential Information of the Disclosing Party only to its own (or its affiliates’) directors, officers, employees, agents, or professional advisors (such as attorneys or accountants) who have a bona fide need to know such information for the Permitted Purpose, **provided that** each such recipient is informed of the confidential nature of the information and is bound by confidentiality obligations no less stringent than those imposed on the Receiving Party under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by any such persons as if the Receiving Party had committed the breach itself.

**3. Permitted Disclosures (Exceptions)**

Notwithstanding the provisions of Section 2 above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is specifically permitted by one of the following exceptions:

(a) **Disclosure Required by Law:** If the Receiving Party is legally compelled by law, regulation, or by a valid order or subpoena issued by a court or governmental authority of competent jurisdiction to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party shall (to the extent not prohibited by law) provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party will disclose only that portion of Confidential Information which it is legally required to disclose, and will use commercially reasonable efforts to ensure that any Confidential Information so disclosed will be accorded confidential treatment to the maximum extent possible.

(b) **Information Already Public:** If and to the extent that any information disclosed hereunder is, at the time of disclosure or thereafter, generally available to the public or in the public domain through no breach of this Agreement or other wrongful act by the Receiving Party, then disclosure of such information shall not be a violation of this Agreement.

(c) **Information Independently Obtained or Developed:** If the Receiving Party can demonstrate that certain information was obtained by it from a third party who had the right to disclose it without restriction, or was independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Confidential Information, then such information shall not be deemed Confidential Information under this Agreement.

Each Party acknowledges and agrees that the above exceptions apply only after the Receiving Party has fulfilled its obligations of notice and cooperation (where applicable) and has taken reasonable steps to limit disclosure and maintain confidentiality to the extent permitted.

**4. Ownership of Information; No License**

All Confidential Information disclosed by a Disclosing Party shall remain the property of the Disclosing Party. Nothing in this Agreement is intended to grant or shall be construed as granting, expressly or by implication, any rights (by license or otherwise) to the Receiving Party in or to the Disclosing Party’s Confidential Information, except for the limited right to use such information for the Permitted Purpose in accordance with the terms of this Agreement. No license or conveyance of any intellectual property rights is granted by this Agreement or by any disclosure of Confidential Information hereunder.

**5. Return or Destruction of Information**

Upon the written request of the Disclosing Party, or upon termination or expiration of the business relationship between the Parties (whichever occurs first), the Receiving Party shall promptly return to the Disclosing Party, or at the Disclosing Party’s election, destroy all documents, materials, and other embodiments (in any form, including electronic form) of the Disclosing Party’s Confidential Information that are in the Receiving Party’s possession or control. If the Disclosing Party opts for destruction, the Receiving Party shall certify in writing to the Disclosing Party, within a reasonable period, that such Confidential Information has been destroyed in compliance with this Agreement. Notwithstanding the foregoing, the Receiving Party may retain one archival copy of the Confidential Information if and solely to the extent required for legal or regulatory compliance or for routine computer data backup purposes; **provided** that any Confidential Information so retained shall remain subject to all confidentiality obligations herein for as long as it is retained.

**6. Term and Termination**

**6.1 Term of Agreement:** This Agreement shall become effective as of the Effective Date and shall continue in effect for a period of **3 (three)** years thereafter, unless earlier terminated by written agreement of the Parties or superseded by a subsequent written confidentiality agreement. Notwithstanding the foregoing, either Party may terminate this Agreement at any time upon thirty (30) days’ prior written notice to the other Party. However, termination or expiration of this Agreement shall **not** relieve either Party of its obligations with respect to Confidential Information disclosed prior to the date of termination or expiration.

**6.2 Survival of Obligations:** All confidentiality and non-use obligations set forth in this Agreement shall survive the expiration or termination of this Agreement with respect to any particular Confidential Information and shall continue for a period of at least **five (5) years** from the date of disclosure of such Confidential Information, **or** for an indefinite period until such Confidential Information becomes non-confidential pursuant to one of the exceptions in Section 1 or Section 3 above, whichever occurs first. Any Confidential Information that qualifies as a trade secret under applicable law shall be protected under this Agreement for so long as such information remains a trade secret.

**7. Remedies and Enforcement**

Each Party acknowledges that the improper use or disclosure of the other Party’s Confidential Information would cause irreparable harm to the other Party for which monetary damages may be difficult or inadequate to compensate. Accordingly, in the event of a breach or threatened breach of this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek immediate injunctive or other equitable relief (including specific performance) to restrain such breach, in addition to any other remedies available at law or in equity. Such relief may be sought from a court of competent jurisdiction, notwithstanding the dispute resolution provisions set forth in Section 8 below. The rights and remedies of the Parties under this Agreement are cumulative and in addition to all other rights and remedies which may be available to them, whether at law, in equity, or otherwise.

**8. Governing Law and Dispute Resolution**

**8.1 Governing Law:** This Non-Disclosure Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

**8.2 Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its existence, interpretation, performance, breach, or termination, shall be resolved by **binding arbitration** administered by the Cyprus Eurasia Dispute Resolution and Arbitration Centre (CEDRAC) in Cyprus. The arbitration shall be conducted in accordance with the CEDRAC Arbitration Rules. The seat of arbitration shall be Cyprus, the language of the arbitration shall be English, and a single arbitrator shall preside (unless the Parties agree to three arbitrators). The arbitral award shall be final and binding on the Parties, and may be enforced by any court of competent jurisdiction. Notwithstanding the foregoing agreement to arbitrate, either Party shall have the right to seek interim relief or provisional remedies (including injunctions) from a competent court to prevent immediate and irreparable harm, pending the outcome of the arbitration.

**9. Miscellaneous**

**9.1 No Publicity:** Neither Party shall use the name, logo, or trademarks of the other Party, nor make any public announcement or disclosure regarding the existence or terms of this Agreement or any discussions or dealings between the Parties, without the prior written consent of the other Party, except as required by law.

**9.2 No Waiver:** No waiver by either Party of any breach or default by the other Party under this Agreement shall be deemed a waiver of any preceding or subsequent breach or default. Any waiver must be expressly made in writing by the Party granting the waiver.

**9.3 No Obligation to Enter Further Agreement:** This Agreement is intended solely to facilitate confidential discussions and exchange of information between the Parties. Nothing herein shall obligate either Party to proceed with any transaction or business relationship, or to enter into any other agreement (except for the existing Introduction Agreement or other agreements explicitly executed by the Parties). Each Party reserves the right, in its sole discretion, to discontinue discussions and negotiations at any time.

**9.4 Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of confidentiality and supersedes all prior discussions, agreements, and understandings (whether oral or written) relating to its subject matter. In the event the Parties have previously executed a nondisclosure or confidentiality agreement governing their communications, this Agreement **shall supersede** and replace any such prior agreement as of the Effective Date.

**9.5 Amendments:** No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

**9.6 Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties agree that execution of this Agreement may be accomplished by providing signed copies via electronic transmission (e.g., in PDF format), or by use of electronic signature technology, and that such electronic signatures and copies shall be treated as original signatures and shall be legally binding on the Parties.

**9.7 Execution and Date:** Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to do so and to bind the Party to the terms of this Agreement. This Agreement may be executed on the date or dates indicated below and shall be effective as of the Effective Date stated above.

*Signatures:*

For and on behalf of **Admex Advisory Limited (Introducer):**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of **[Provider Name]:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_