



mercaciones innumerables

SouthPillar Ltd.

This Nondisclosure Agreement is effective as of *month dd, yyyy* between SouthPillar, Ltd, (“SouthPillar”), with offices at 10635 Brighton Lane, Stafford, Texas 77477, USA and _____, (“Company”), with offices at _____.

1. Purpose.

The sole and limited purpose of this Agreement is to allow the Company to evaluate SouthPillar’s confidential and proprietary information for the purpose of evaluating and/or furthering a mutual business relationship.

SouthPillar, from time to time, may disclose information to the Company including but not limited to feature and technical specifications, drawings, data, designs, documentation, trade secrets, or other technical or business information (“Information”) which it considers proprietary for use by the Company for the purpose of this Agreement. All written Information and any disclosures of Information made orally shall be treated as confidential unless excepted hereunder.

2. Confidentiality.

With respect to Information provided under this Agreement, the Company shall:

- a. hold the Information in confidence using procedures no less stringent than those used with respect to its own proprietary, confidential and private information of a similar nature, but in no event using less than reasonable care, subject to the terms of this Agreement;
- b. disclose the Information, except as provided above, only to those employees, consultants and/or agents of Company having a need to know in order to further the business relationship between the parties, provided that such employees, consultants and agents are bound to these terms for the benefit of and enforceable by SouthPillar;
- c. advise such employees, consultants and agents of the limitations on the use and disclosure and prohibition on making copies of the Information;
- d. not alter, modify, disassemble, reverse engineer, or decompile the Information, except as specifically authorized in writing by SouthPillar;
- e. use the Information solely for the purposes stated above, except as may otherwise be mutually agreed upon in writing;
- f. only copy or reproduce the Information to the extent reasonably necessary for its use of such Information in accordance with this Agreement.

3. Exclusions.

The Company shall have no obligation to preserve the proprietary nature of any Information that:

- a. was previously known to the Company free of any obligation to keep such Information confidential; or
- b. is received from a third party without similar restriction and without breach of this Agreement or other confidentiality obligation; or
- c. is disclosed to third parties by SouthPillar without restriction; or
- d. is or becomes publicly available by actions not in violation of this Agreement; or
- e. is approved for release by written authorization of SouthPillar; or
- f. is required to be disclosed as a result of a court order, subpoena or similar legal duress, provided the Company gives SouthPillar prompt written notice upon receipt of any such court order or subpoena, and a reasonable opportunity prior to disclosure to seek a protective order.

4. Duration of Confidentiality Obligation.

The Company's duty to protect Information disclosed under this Agreement expires ten (10) years from the date of disclosure or ten (10) years from the termination of the parties' mutual business relationship, whichever is later.

5. No Other Obligations.

Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall:

- a. be interpreted or relied upon by either party as a commitment or intent to purchase or sell any products or services or to initiate discussions or to engage in any business relationship, contract or future dealing with the other party;
- b. limit any party's right to provide or offer to provide products or services similar to those the other party may offer, so long as said party does not violate the obligations imposed by this Agreement;
- c. be construed as granting or conferring any rights by license or otherwise in any Information provided by SouthPillar to the Company;
- d. prevent either party from entering into similar discussions with unrelated third parties so long as such discussions do not violate the obligations imposed by this Agreement; or
- e. create a representation or warranty of any nature whatsoever with respect to any Information furnished under this Agreement, including, without limitation, any warranties of merchantability or fitness for a particular purpose or against infringement.

6. Return of Information.

The Information shall be deemed the property of SouthPillar. Upon written request by SouthPillar, the Company shall promptly, but not later than fourteen (14) days after such request, return all Information in tangible form to SouthPillar or destroy such Information and provide written confirmation that all such actions have been taken to return or destroy all such Information.

7. Enforcement.

The Parties acknowledge and agree that SouthPillar may suffer irreparable harm if the Company breaches any covenant in this Agreement. The Company acknowledges that damages probably would be very difficult to ascertain for a breach of any covenant in this Agreement. Even the threat of any misuse of the Information would be extremely harmful, because the Information is essential to the business of SouthPillar. Accordingly, the Company agrees that in addition to any and all other rights and remedies available to SouthPillar at law, any court of competent jurisdiction should immediately enjoin any breach of this Agreement and order such other equitable relief as the court may deem proper under the circumstances. Company shall be liable to SouthPillar for any and all costs, fees, and expenses, including attorney’s fees, SouthPillar incurs in enforcing this Agreement.

8. Governing Law.

This Agreement and the parties’ rights and obligations hereunder shall be governed by the laws of the State of Texas, U.S.A. except for its rules with respect to conflict of laws.

9. Export Law Compliance.

Each party warrants that it does not intend to, and will not knowingly, ship or transmit any Information or the direct product thereof, directly or indirectly to any country, except to the extent permitted by applicable law.

10. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and shall benefit and be binding upon the parties hereto. Any additions or deletions to this Agreement shown by redlining or strike out marks are void and of no effect. Each party intends that an electronic signature duly transmitted and received by each party, or facsimile of its signature printed by a receiving fax machine be regarded as an original signature. Further, an electronically stored and/or generated copy of this Agreement containing digital images of the parties’ signatures shall be treated as an original copy. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. This Agreement shall benefit and be binding upon the parties hereto and shall not be sold, assigned, or otherwise transferred, without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

SouthPillar Ltd.

COMPANY:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____