**NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into as of this  Company Name​ by and between IFF Inc., a Delaware corporation having its principal place of.

1. Purpose of Disclosure. This Agreement allows parties.
2. Opportunity.Description
3. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to ACME Corp., whether or not in written form.  The parties agree that Confidential Information constituting a trade secret shall remain subject to the confidentiality obligations of this Agreement for so long as such Confidential Information qualifies as a trade secret under applicable law.  Recipient agrees that Recipient shall treat all Confidential Information of ACME Corp. with at least the same degree of care as Recipient accords its own confidential information.  Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information.  If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement. Recipient shall be liable for any breach of this Agreement by its employees or representatives.

Each party shall have the right to, upon reasonable prior written notice and at reasonable times during regular business hours, audit the other party to assure compliance with the terms and conditions of this Agreement. If the audit reveals that a party is not performing in material compliance with the terms of this Agreement, then, in addition to any other legal and equitable rights and remedies available, the party not in compliance shall reimburse the other for the reasonable costs of the audit.

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1. This Agreement may not be assigned by either party without first obtaining the other party's express written consent, which consent shall not be unreasonably withheld; provided, however, that Dealer may assign this Agreement, without obtaining Vendor's express written consent, to (a) a successor corporation resulting from a merger, consolidation, or non-bankruptcy consolidation or to a purchaser of all or substantially all of assets or a majority, or controlling interest in Dealer's voting stock, provided that the purchaser's net worth at the time of purchase is equal to or

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1. Governing Law.  This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.
2. This Agreement and any information marked as confidential or, regardless of form (written/electronic/oral) or marking, is of the nature that a reasonable person would understand its owner would not want it disclosed to the public will be considered to be Confidential Information. Further, Confidential Information shall also include (a) any document or data transaction between the parties; (b) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (c) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers (e.g., names and addresses), product plans, and marketing concepts, plans or strategies, (d) matters relating to project initiatives and designs, (e) matters of a human resources nature such as employment policies and practices, personnel, including individual names, addresses, and telephone numbers; compensation and employee benefits, (f) other information of a similar nature not generally disclosed to the public. Each party agrees not to disclose Confidential Information except to employees, or a
third party subject to a similar confidentiality agreement, which have a need to know to perform their responsibilities. Each party agrees to take at least the same precautions to protect Confidential Information as such party would utilize to ensure the protection, confidentiality and security of its own confidential information. Each Party, at it's own expense, will properly use security procedures which are reasonably sufficient to ensure that all transmissions of documents are authorized and to protect its business records and data from improper access. Confidential Information shall not include any information
which (a) is or becomes generally known or available through no act or failure to act by the receiving party; (b) is already known by the receiving party as evidenced by its written records; (c) is hereafter rightfully furnished to the receiving party by a third party without restriction on disclosure; or (d) is disclosed in response to a valid order by a court or other governmental body, or pursuant to the rules and regulations of any stock exchange or stock association in which the securities of the receiving party may be traded from time to time, provided that the receiving party provides the disclosing party with prior written notice of such disclosure as soon as reasonably possible in order to
permit the disclosing party to seek confidential treatment of such information. Upon the expiration or earlier termination of this Agreement, a party may, in writing, request either the prompt return or destruction, and a written certification of such destruction, of any Confidential Information provided to the other party. Each party further acknowledges that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and that the non-disclosing party shall be entitled to seek all
remedies and damages available in law and equity, including but not limited to such injunctive relief as may be deemed proper by a court of competent jurisdiction.

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1. Remedies.  Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect ACME Corp. and ACME Corp.’s business, and expressly agrees that monetary damages will be inadequate to compensate ACME Corp. for any breach by either party of any covenants and agreements set forth herein.  Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to ACME Corp. and that, in addition to any other remedies that may be available, in law, in equity or otherwise, ACME Corp. shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of such breach, without the necessity of proving actual damages and without the necessity of posting bond.

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1. Entire Agreement.  This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.  This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

                                          

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