



AGMT # \_\_\_\_\_ NDA  
Company Name MMY

**NON-DISCLOSURE AGREEMENT**  
**(Mutual Proprietary Information Disclosure)**

Attached hereto are the terms and conditions of the Non-Disclosure Agreement ("Agreement") between you, the supplier identified below ("Supplier"), and Experian Services Corp. on behalf of itself and its Affiliates ("Experian") (each sometimes referred to as a "Party" and jointly as the "Parties") covering the disclosure of Proprietary Information.

The signatures below evidence the Parties agreement to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_ 201 ("Effective Date").

\_\_\_\_\_  
*Supplier Name*

Experian Services Corp., a Delaware Corporation  
475 Anton Blvd.  
Costa Mesa, CA 92626  
sourcingcontracts@experian.com

\_\_\_\_\_  
*Supplier Address*

\_\_\_\_\_  
*Supplier Address continued*

\_\_\_\_\_  
Supplier email address

Supplier Phone

Signed:

\_\_\_\_\_  
Signature of Supplier Authorized Representative

\_\_\_\_\_  
Signature of Experian Authorized Representative

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



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**1. DEFINITIONS.**

- 1.1.1 "Affiliate" means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party to this Agreement, including without limitation joint ventures of a Party.
- 1.1.2 "Confidential Information" means all information, in any form, furnished or otherwise made available, directly or indirectly, under this NDA, that is not generally known outside of the Disclosing Party, including all information concerning the operations, affairs, and businesses of the Disclosing Party, its clients, employees, or Affiliates.
- 1.1.3 "Disclosing Party" means the owner and/or discloser of Confidential Information.
- 1.1.4 "Effective Date" means the date set forth on the first page of this Agreement, where no date is specified the Effective Date shall be the earlier of the date of the second signature to the signature page of this Agreement.
- 1.1.5 "Receiving Party" means the recipient of Confidential Information.

2. For a period of 5 years from the date of disclosure, the Receiving Party shall not use the Confidential Information other than for the purposes of its business with, or as otherwise expressly authorized by the Disclosing Party, nor disclose the Confidential Information to any person or entity, except to those of its officers, directors, employees, agents, or consultants who have a need to know such information, have been notified of the confidential nature of the information and have agreed in writing with the Receiving Party to be bound by terms at least as protective of the Confidential Information as those of this Agreement, provided that the Receiving Party will be liable for any breach of this Agreement by such persons. The Receiving Party agrees to protect and safeguard the Confidential Information by taking all reasonably necessary precautions to prevent the use or disclosure of the Confidential Information in violation of this Agreement and shall treat all Confidential Information with the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or disclosure of the Confidential Information as the Receiving Party uses to protect its own confidential or proprietary information of like nature. In addition, the Receiving Party will not, either directly or through third parties, use any of the Confidential Information in any manner adverse to the Disclosing Party, including, without limitation, to circumvent, impair or challenge any proprietary rights which the Disclosing Party, or any assignee or successor in interest of the Disclosing Party, may have in the Confidential Information.

3. There shall be no liability for breach of the restrictions contained above for use and disclosure of any information:

- 3.1.1 If the information is or became publicly available through no breach of this Agreement by the Receiving Party;
- 3.1.2 if the information was rightfully in the Receiving Party's possession without obligation of confidence prior to receipt from the Disclosing Party;
- 3.1.3 if the Receiving Party rightfully obtained said information from a third party having the right to disclose such information without restriction as to use or disclosure;
- 3.1.4 which the Receiving Party can document was independently developed by the Receiving Party without use of or reference, directly or indirectly, to the Disclosing Party's Confidential Information;
- 3.1.5 if such information is disclosed with the prior written consent of the Disclosing Party.



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4. Notwithstanding the restrictions set forth above, the Receiving Party may disclose the Disclosing Party's Confidential Information pursuant to law or any governmental or court order, provided that the Receiving Party (i) promptly notifies the Disclosing Party in writing of such requirement to enable the Disclosing Party to seek a protective order to protect the confidentiality of such information and (ii) limits the disclosure to only what is specifically required by such order.
5. The parties specifically acknowledge and agree that obligations of confidentiality contained in this Agreement are reasonable and necessary for the protection of the Confidential Information and to prevent damage or loss to the Disclosing Party. The Receiving Party hereby acknowledges and agrees that any breach or threatened breach by or through the Receiving Party of the foregoing provisions will cause the Disclosing Party irreparable injury for which there is no adequate remedy at law. Therefore, the parties expressly agree that the Disclosing Party shall be entitled, in addition to any other legal remedies available, to seek injunctive or other equitable relief to require specific performance or prevent a breach of this Agreement.
6. This Agreement shall be effective as of the Effective Date and shall continue until terminated by either Party as provided herein. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Sections 1 through 8, and 11 shall survive expiration or termination of this Agreement.
7. Confidential Information, including the tangible medium on which it is conveyed, shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, title or interest in or to any patent, trademark, license, copyright or other right of the Disclosing Party. At any time upon written request of the Disclosing Party, to be made within five (5) years from the date of disclosure, the Receiving Party shall return all Confidential Information and copies thereof received from the Disclosing Party under this Agreement and destroy all other Confidential Information based thereon, except a single archival copy of all Confidential Information may be retained by the Receiving Party's legal department for dispute resolution purposes only.
8. The Confidential Information is provided "AS IS". The Receiving Party acknowledges and understands that no warranties of any kind are given by the Disclosing Party with respect to the accuracy or completeness of the Confidential Information.
9. Subject to the Parties' obligations of confidentiality, this Agreement does not: (i) restrict either Party from developing new products or services, improving existing products or services, or marketing any new, improved or existing products or services; nor (ii) commit either Party to disclose any particular information, or to develop, make, use, buy, sell, or otherwise dispose of any existing or future products or services, or to favor or recommend any product or service of the other.
10. Each Party represents that it has the right to disclose its Confidential Information in furtherance of the purpose set forth above without violating any agreement with or rights of any other person. Confidential Information may include information of a third party provided that the third party has authorized such disclosure.
11. **GENERAL PROVISIONS.**
  - 11.1.1 Complete Agreement. This Agreement, constitutes the complete agreement of the parties relating the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understanding relating to the same subject matter. Neither Party shall be bound by, or liable to the other Party for, any representation, promise or inducement made by any agent or person on behalf of such Party that is not contained in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless it is made in writing and signed by an authorized representative of each Party.
  - 11.1.2 Waiver. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed by an authorized representative of the Party who is waiving the breach or provision. Any waiver so given will not be deemed a waiver of that provision



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or any subsequent breach and shall not affect the enforceability of any other term of this Agreement.

- 11.1.3 Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is finally determined to be invalid or unenforceable such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.
- 11.1.4 Relationship of the Parties. Supplier is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Experian. Nothing in this Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Supplier and Experian, nor authorize either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.
- 11.1.5 Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party. Any attempted assignment without such prior written consent shall be void and unenforceable. Notwithstanding the foregoing, either Party, without the prior written approval of the other Party, may assign its rights and obligations hereunder to a successor in ownership of substantially all of the assets of its business, provided that the successor expressly assumes in writing the performance of the terms and conditions of this Agreement..
- 11.1.6 Notice. Any notices (including requests, demands or other communication) to be sent by one Party to the other in connection with this Agreement shall be in writing and shall be delivered personally, by reputable overnight courier, by special delivery post (or equivalent service offered by the postal service from time to time), by facsimile transmission or by electronic mail, to the addresses of each Party as set out on the first paragraph of the first page of this Agreement or as otherwise notified in accordance with the provisions of this section. Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above. Notice shall be deemed to have been duly given as follows:
  - 11.1.7 upon delivery if delivered personally or by reputable overnight courier;
  - 11.1.8 five (5) days after the date of posting if sent by post;
  - 11.1.9 If sent by facsimile transmission or electronic mail (to Experian at: Sourcingcontracts@experian.com and Supplier at the email address on file with Experian , upon confirmation of receipt.
- 11.1.10 Counterparts. Either the originals or copies, including facsimile transmissions, of this Agreement, may be executed as counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.
- 11.1.11 Language. The parties have expressly requested that the Agreement, as well as all other related documents, including notices, be written in the English language. In the event of any contradiction, discrepancy or difference between the English language version and any other versions (if any) of the text of this document or any documents contemplated or referenced hereunder, the English language version shall govern. Expresamente las



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Partes del presente Contrato solicitan que este documento, y culaquier otro documento relacionado con este Contrato, incluyendo notificaciones, sea redactado en el idioma Inglés. En el evento que haiga contradiccion, discrepancia o diferencias entre la version en Inglés y las otras versiones (si es el caso) en el texto de este documento o cualquiere otro document relacionado con este contrato, la version en Inglés gobernara. Les parties ont demandé expressément que le Contrat ainsi que tous les documents qui s'y rattachent, y compris les avis, soient écrits en langue anglaise. En cas de contradiction, désaccord ou différence entre la version en anglais et autre versions (s'il en existe) du texte de ce document ou de tout autre document considéré ou cité aux termes des présentes, la version en anglais l'emportera.

11.1.12 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA and both Parties consent to jurisdiction in the State of California. The prevailing Party shall be entitled to all expenses, including attorneys' fees and costs, incurred in connection with any dispute hereunder.

11.2 Advice of Legal Counsel. Each Party acknowledges, represents and warrants that it has consulted with and has obtained the advice and counsel of its attorney and that each has executed this Agreement voluntarily after careful and independent investigation, free from any fraud, duress, coercion or undue influence of any kind, without relying upon any statements, representations or warranties, written or oral, as to any law or fact made by any other party, not expressly set forth herein.

11.2.1

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