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Comments on template of Non-Disclosure Agreement from *Bulgaria (March 2013)*

In general, the template of non-disclosure agreement can be used for Bulgaria. A bilingual version is preferable. In this case the Bulgarian version shall prevail if there is any discrepancy between the English and Bulgarian versions based on the fact that the non-disclosure agreement will be connected mainly with Bulgaria and if dispute arises between the parties and the competent court is the Bulgarian one, then the court will accept such agreement in Bulgarian language only. There may be a need to adjust its provisions to specific circumstances depends on the particular case.

Paragraphs 14 and 19 (Liability)	Provisions concerning the amount of fine and those stipulating the fact that there is no need to prove damages may not be enforceable in Bulgaria since the Bulgarian civil law places the burden of proof of the amount of damages on the claimant and the court may decrease the amount of fine in the event that the court considers the contractual fine excessively high than the damages sustained.
Paragraph 17 (Governing law)	The two parties may negotiate governing law under agreement. It is preferable to refer to the law of the country mainly connected with transactions and relationships to which the non-disclosure agreement shall apply.

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