

UK-COMnda01

Confidentiality agreement

Between: [name of Discloser]

and

[name of Recipient]

Dated: [Date]

This agreement is dated: [date]

It is made between:

[ABC Ltd] a company registered number [number], registered in England, whose registered office ■■■■■■■■ [■■■■] (■■■■ “■■■■”).

and

[DEF Ltd] a company registered number [number], registered in England, whose registered office ■■■■■■■■ [■■■■] (■■■■ “■■■■”).

These are the terms of the agreement

1. Definitions

“Confidential Information” means all information about the Discloser:

- [illegible]

However, Confidential Information shall not include information:

- [illegible]

3. Non-disclosure

In consideration of disclosure of _____, _____
_____ :

- 3.1. except as provided in this [REDACTED], [REDACTED], [REDACTED], [REDACTED].
- 3.2. not use the Confidential Information in any way for itself [REDACTED], [REDACTED], [REDACTED].
- 3.3. before disclosing any Confidential Information to any person:
 - 3.3.1 obtain the consent of the Discloser;
 - 3.3.2 obtain the signature of the person approved, to the terms [REDACTED], [REDACTED], [REDACTED].
- 3.4. accept responsibility and [REDACTED].

OR

- 3.5. disclose Confidential Information only to people to whom disclosure is essential and will at all times take reasonable steps to ensure that the Confidential Information is not disclosed to any other person, and will not be used for any purpose other than that for which it was disclosed.
- 3.6. restrict visitors to premises to those who are necessary for the performance of the obligations of the Discloser under this Agreement.
- 3.7. not use any name or mark similar to the name or mark of the Discloser in connection with the performance of the obligations of the Discloser under this Agreement;
- 3.8. not use any trade name or service mark of the Discloser in connection with the performance of the obligations of the Discloser under this Agreement.
- 3.9. upon request by the Discloser, promptly deliver to the Discloser or destroy all media containing the Confidential Information, and certify to the Discloser the destruction of the Confidential Information.

5. Ownership and warranty

- 5.1. All Confidential Information remains the sole property of the Discloser, and the Recipient shall not disclose, copy, reproduce, or otherwise use the Confidential Information for any purpose other than the purpose for which it was disclosed. The Recipient shall protect the Confidential Information with the same degree of care that it uses to protect its own confidential information, but in no event shall the Recipient's protection be less than reasonable. The Recipient shall return all Confidential Information to the Discloser upon the Discloser's request.
- 5.2. If the Recipient has worked in any way on the Confidential Information, the Recipient shall, upon request, provide a written description of the Confidential Information to the Discloser, and shall delete or destroy all Confidential Information, including all copies, reproductions, and other materials, and shall not disclose, copy, reproduce, or otherwise use the Confidential Information for any purpose other than the purpose for which it was disclosed.
- 5.3. The Recipient acknowledges that the Discloser has made no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the Recipient shall not rely on the Confidential Information for any purpose other than the purpose for which it was disclosed. The Recipient shall not be liable for any damages, including any direct, indirect, special, or consequential damages, arising out of the use of the Confidential Information.

6. Excluded information

The Recipient has set out in the [Schedule 1] to this agreement

7. Undertaking not to steal customers and staff

The Recipient undertakes with the [REDACTED], [REDACTED] [REDACTED] [REDACTED] :

- [illegible]

8. Publicity / Announcements

[illegible]






OR

8.2. No party shall:

8.2.1 make any public announcement; or

8.2.2 disclose any information; or

[illegible]


8.3.  ,    

AND / OR

[illegible]

9. Miscellaneous matters

[illegible][illegible]

9.3. 

[illegible][illegible][illegible]

..... -

 - : 24
 -
 [.....

[illegible][illegible]

OR

OR

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OR

..... [.....]
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..... .

OR

..... [.....]
.....] - [.....]
..... [.....]

Schedule 1: Excluded Information

Schedule 2: Press release

Explanatory notes:

Confidentiality agreement

General notes

1. Recognition of our copyright in this document

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[illegible]

2. Document review service

If you would like our legal team to check your edited version, we ■■■■■■
■■■■■■■■■■■■■■■■■■

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph Specific notes

Notes following the numbered paragraphs

1. Definitions

[illegible]

You have to define what you want someone to be confidential about. Exactly what is it? Beware of defining it too narrowly, particularly

2. Interpretation

6. Excluded information

[illegible]

7. Undertaking not to steal customers and staff

[illegible]

8. Publicity / announcements

Although this is a confidentiality agreement, there may ■■■■■■■■■■
 ■■■■■■■■■■ - ■■
 ■■■■■■■■■■.
 ■■■■■■■■■■.

9. Miscellaneous matters

[illegible]

End of notes