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 **Example 1 Example 2 In Example 2** (**Example 3 In Example 3**).

These are the terms of the agreement

1. Definitions

"Confidential Information" means all information about the Discloser:

- given or received in any medium = = = , = =
 = = = = ;
- of any description, whether recorded or unrecorded;
- whether protected by law or not;
- including, without limitation any inventions, processes, systems, methods, formulae, Know-how, intellectual property, designs, research or development activities, future plans and ideas, specifications, computer code, financial data, lists of names or classes of customers or personnel, lists of suppliers,

However, Confidential Information shall not include information:

 that is now or subsequently becomes generally available to the public through no wrongful act or omission of the Recipient

. ;

| | | in respect of which the Recipient can demonstrate by its written records to have had rightfully in its possession •••••••••••••••••••••••••••••••••••• |
|---------|-----------------------|---|
| "Kno | w-how" | means scientific or technical information, systems, testing procedures and management methods and other procedures and ways of working |
| Inte | rpretation | |
| In this | s agreement unless th | ne context otherwise requires: |
| 2.1. | legal representative | son includes reference to that person's successors, s, permitted assigns and any person to whom rights transferred or pass as a |

any agreement by any party not to do or omit to do something includes a strict obligation not to allow some

the headings to the paragraphs and schedules (if any) of \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

this agreement is made only in the English language. If there is any

2.

2.2.

2.3.

2.4.

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3. Non-disclosure

| In con | sideration of disclosure of |
|--------|--|
| 3.1. | except as provided in this |
| 3.2. | not use the Confidential Information in any way for itself |
| | |
| 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 • • • |
| | |
| 3.4. | accept responsibility and |
| OR | |
| 3.5. | disclose Confidential Information only to people to whom disclosure is essential and will at all |
| | |
| 3.6. | restrict visitors to premises |
| 3.7. | not use any name or mark similar |
| | ; |
| 3.8. | not use any trade name or |
| 3.9. | upon request by the Discloser, promptly deliver to the Discloser or destroy all media |
| | -, |

| 3.10. | not disc | close Confidential Information to any person • • • • • • • • • • • • • • • • • • • | | | |
|-------|---|--|--|--|--|
| OR | | | | | |
| 3.11. | The Re | ecipient shall limit access to Confidential | | | |
| | :[== |]. | | | |
| AND | | | | | |
| 3.12. | The Re | ecipient accepts responsibility for the acts and omissions of | | | |
| | | | | | |
| | | | | | |
| Sec | urity c | of Confidential Information | | | |
| 4.1. | The Recipient agrees and undertakes that it will: | | | | |
| | 4.1.1 | keep all records of •••••; | | | |
| | 4.1.2 | keep all records only at its address • • • • • • • • • • • • • • • • • • | | | |
| | |); | | | |
| | 4.1.3 | use its best endeavours to keep confidential (| | | |
| | | | | | |
| 4.2. | | ecipient agrees | | | |
| | 4.2.1 | store, copy, or use the Confidential Information | | | |
| | 4.2.1 | | | | |
| | 4.2.2 | remove from its office premises or copy or allow anyone else to | | | |
| | - | | | | |
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4.

| 5. | Ow | nership and warranty |
|----|-------|---|
| | 5.1. | All Confidential Information remains the sole property |
| | | |
| | 5.2. | If the Recipient has worked in any way on the |
| | | •••••• |
| | 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 |
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| 6. | Exc | luded information |
| | The F | Recipient has set out in the [Schedule 1] to this agreement ■ ■ ■ ■ ■ ■ |
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| 7. | Unc | dertaking not to steal customers and staff |
| | | Recipient undertakes with the = = = = = = = = = = = = = = , = |

solicit or approach any customer of the Discloser;

solicit or employ any employee of the Discloser.

set up a business or ■ ■ ■ ■

7.1.

7.2.

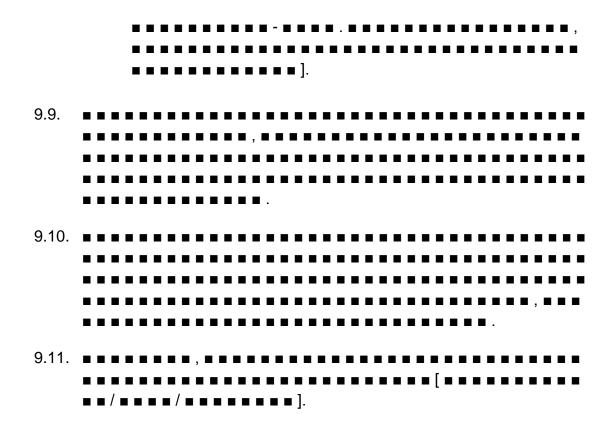
7.3.

| 8. | Publicity / Announcements | | | | |
|----|---------------------------|--|--|--|--|
| | 0.4 | | | | |

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|------|---|
| 8.1. | No public or press announcement shall be made |
| OR | |
| 8.2. | No party shall: |
| | 8.2.1 make any public announcement; or |
| | 8.2.2 disclose any information; or |
| | |
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| 8.3. | |
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| AND | / OR |
| 8.4. | |
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| Mis | cellaneous matters |
| 9.1. | |
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| | It shall be deemed to have been delivered: |
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Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement.

OR

Signed by / on behalf of the first named party by its representative who personally accepts liability for the proper authorisation to enter into this agreement and by the second party personally / as a partner in [name of partnership].

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For, and on behalf of []
print name
For, and on behalf of []
print name

OR
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| | | | $\blacksquare \blacksquare \blacksquare \blacksquare :$ | | | | | |
|----|---------|------|---|-------------|-------------|-------------|-------------|---------|
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| OR | | | | | | | | |
| | | | | | | | • • • • • • | |
| ., | | | • • • • • | • • • • • • | ••••• | | • • • • • • | •••• |
| OR | | | | | | | ••••• | |
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| | | | | | | | ■ ■] | |

Schedule 1: Excluded Information

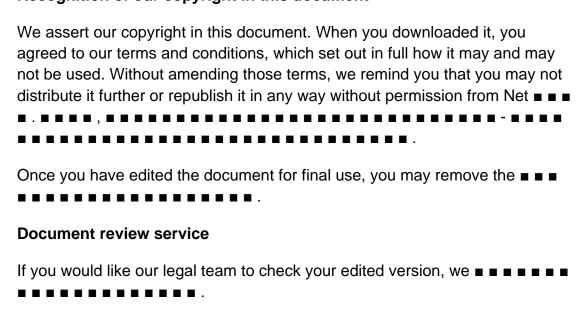
Schedule 2: Press release

Explanatory notes:

Confidentiality agreement

General notes

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|---|-------------|------------|--------------|--------|----------|
| 1 | Recognition | of our cor | avriaht in | thie d | locument |
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Please contact our support team at support@netlawman.co.uk for further information.

Paragraph Specific notes

Notes following the numbered paragraphs

1. Definitions

2.

| You have to define what you want someone to be confidential about. Exactly what is it? Beware of defining it too narrowly, particularly | |
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| The key to the strength of this agreement is the very comprehensive ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ | |
| I be key to the etranath at this agreement is the year comprehensive $=$ $=$ $=$ $=$ | _ |

2. Interpretation

| ve these items in place unless there |
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| n-disclosure |
| ome cases disclosure must be only to named people and with consent. In |
| |
| re is an important point at 3.3.2. A person asked to sign up to this eement at a later date may have no personal interest in doing so. But if is the case, you have given him nothing of value •••••••••••••••••••••••••••••••••••• |
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| at are you protecting against? Is it that the other person might embarrass or sell your secret; or write your book; or make up your idea into |
| , |
| have included 3.8 and 3.9 not because they are confidential information y are probably not) but because if someone intends to steal your comers or suppliers, it is far easier to do |
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| , |
| all these provisions will be relevant ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| urity of Confidential Information |
| paragraph drives = = = = = = = = = = = = . = = = = = = |
| nership and warranty |
| provision may not be needed |
| |

| 6. | Excluded information |
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| | Does he already have knowledge? if you are dealing in a situation where the |
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| | |
| 7. | Undertaking not to steal customers and staff |
| | We have intentionally used a strong word. This is an area of confidentiality not often covered, but |
| | onen covered, but a a a a a a a a a a a a a a a a a a a |
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| 8. | Publicity / announcements |
| | Although this is a confidentiality agreement, there may |
| | |
| | |
| 9. | Miscellaneous matters |
| | A number of points = = = = = = = = = = = = = = = = = = = |
| | |

End of notes