

UK-COMnda04

## Mutual Confidentiality Agreement

**Between:** [name 1]

**and**

[name 2]

**Dated:** [date]

**This agreement is dated:** [date]

**It is made between:**

[ABC Ltd] a company registered number [number], registered in England, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ].

and

[DEF Ltd] a company registered number [number], registered in England, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ].

**These are the terms of the agreement**

## 1. Definitions

“Confidential Information” means all information about the parties ■ ■ ■ ■ ■  
 ■ ■ ■ ■ ■ ■ ■ ■ :

- [illegible]

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 ■■■  
■■■



2.3 the headings to the paragraphs ( ) ;

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

In consideration of disclosure of Confidential Information \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ :

[illegible][illegible]

OR

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[illegible][illegible][illegible][illegible]

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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.

**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].

```
print name
```

[illegible][illegible]

OR

[illegible]

## **Schedule 1: Excluded Information**

## **Schedule 2: Press release**

## Explanatory notes:

## Mutual confidentiality agreement

## General notes

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## 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



