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NON-DISCLOSURE AGREEMENT

[ONE-WAY / MUTUAL]

THIS AGREEMENT is made on the [DAY] day of [MONTH] [YEAR]

BETWEEN:

1. [FULL COMPANY NAME] (Company Number: [COMPANY NUMBER]) whose registered office is at [REGISTERED ADDRESS] (the "Disclosing Party"); and
2. [FULL COMPANY NAME / INDIVIDUAL NAME] (Company Number: [COMPANY NUMBER] / of [ADDRESS]) whose registered office is at [REGISTERED ADDRESS] (the "Receiving Party").

(For Mutual NDA, replace with: Each party may be referred to as a "Disclosing Party" when disclosing information and as a "Receiving Party" when receiving information.)

BACKGROUND:

- A. The parties wish to discuss and evaluate [PURPOSE OF DISCUSSIONS/RELATIONSHIP] (the "Purpose").

B. In connection with the Purpose, the Disclosing Party may disclose to the Receiving Party certain confidential information which the Disclosing Party wishes to keep confidential.

C. The parties have agreed to enter into this Agreement to set out the terms upon which the Disclosing Party is willing to disclose such information to the Receiving Party.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement:

"Confidential Information" means all information (in any form) that:

(a) is disclosed by or on behalf of the Disclosing Party to the Receiving Party pursuant to this Agreement; and

(b) either:

(i) is marked or designated as confidential at the time of disclosure;

(ii) is accompanied by a written statement that it is confidential or proprietary at the time of disclosure; or

(iii) would reasonably be considered confidential or proprietary given the nature of the information or the circumstances of disclosure;

including but not limited to: trade secrets, customer lists, business plans, marketing plans, financial information, technical specifications, product designs, software, processes, systems, methods, formulae, prototypes, inventions, research and development activities, and any other business or technical information.

"Representatives" means, in relation to a party, its directors, officers, employees, advisers, agents, and contractors.

2. CONFIDENTIALITY OBLIGATIONS

2.1 In consideration of the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party undertakes:

- (a) to keep the Confidential Information secret and confidential;
- (b) not to use the Confidential Information for any purpose other than the Purpose;
- (c) not to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- (d) to limit access to the Confidential Information to those of its Representatives who need to know it for the Purpose and to ensure that all such Representatives are bound by obligations of confidentiality no less restrictive than those in this Agreement;
- (e) to be responsible for any breach of this Agreement by its Representatives;
- (f) to maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use; and
- (g) to notify the Disclosing Party immediately if it becomes aware of any unauthorised use or disclosure of the Confidential Information.

3. EXCLUSIONS

3.1 The obligations in clause 2 do not apply to Confidential Information which:

- (a) is or becomes generally available to the public other than as a result of a breach of this Agreement;
- (b) was known to the Receiving Party before its receipt from the Disclosing Party, as evidenced by written records;
- (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party;
- (d) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by written records; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body, provided that the Receiving Party shall, where legally permitted:
 - (i) promptly notify the Disclosing Party of such requirement;
 - (ii) consult with the Disclosing Party on the possible steps to avoid or limit disclosure; and
 - (iii) take such steps as the Disclosing Party may reasonably require to prevent or limit such disclosure.

3.2 Nothing in this Agreement shall prevent any person from:

- (a) reporting a criminal offence to law enforcement agencies;

- (b) making a protected disclosure under the Public Interest Disclosure Act 1998 (whistleblowing);
- (c) reporting harassment, discrimination or other unlawful conduct to the appropriate authorities; or
- (d) discussing their pay with anyone for the purposes of ensuring equal pay.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

4.1 At the Disclosing Party's request, the Receiving Party shall:

- (a) promptly return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
- (b) permanently erase all Confidential Information from its computer systems (to the extent possible); and
- (c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause.

4.2 The Receiving Party may retain documents and materials containing, reflecting, incorporating or based on the Confidential Information to the extent required by law or any applicable regulatory authority. The provisions of this Agreement shall continue to apply to any retained documents and materials.

5. TERM AND TERMINATION

5.1 This Agreement shall commence on the date of this Agreement and shall continue for a period of **[DURATION: INSERT NUMBER]** years, unless terminated earlier by mutual written agreement of the parties.

5.2 The obligations of confidentiality and non-use in this Agreement shall survive termination of this Agreement and shall continue for a period of **[DURATION: INSERT NUMBER]** years from the date of termination, except for trade secrets, which shall be maintained in confidence for as long as they remain trade secrets under applicable law.

6. REMEDIES

6.1 The Receiving Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this Agreement. Accordingly, the Disclosing Party shall be entitled, without proof of special damages, to equitable relief (including injunction and specific performance).

6.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

7. NO GRANT OF RIGHTS

7.1 Nothing in this Agreement shall be construed as:

- (a) granting any rights to the Receiving Party in respect of any Confidential Information; or

(b) obliging the Disclosing Party to disclose any particular Confidential Information.

8. NO WARRANTY

8.1 The Disclosing Party does not make any express or implied warranty or representation concerning the Confidential Information, including but not limited to its accuracy, completeness, or performance.

9. GENERAL

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties relating to the subject matter.

9.2 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

9.3 Assignment. Neither party may assign, transfer, charge, subcontract, or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other party.

9.4 Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it valid, enforceable and legal.

9.5 Waiver. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

9.6 Third Party Rights. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

9.7 Notices. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

9.8 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of **[JURISDICTION]**. Each party irrevocably agrees that the courts of **[JURISDICTION]** shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed for and on behalf of **[DISCLOSING PARTY NAME]**:

Signature: _____

Name: **[NAME OF SIGNATORY]**

Position: **[POSITION]**

Date: **[DATE]**

Signed for and on behalf of **[RECEIVING PARTY NAME]:**

Signature: _____

Name: **[NAME OF SIGNATORY]**

Position: **[POSITION]**

Date: **[DATE]**