

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the _____ day of 2004 (“the Effective Date”) between:

- (1) xxx LIMITED**, a company incorporated in England (Company No.xxx), of xxx (**the Supplier**); and
- (2) xxx Ltd.**, a company incorporated in England (Company No.xxx), of xxx (**“the Recipient”**).

WHEREAS:

- (A)** The Supplier is a company operating in the sector, interested in
- (B)** The Recipient is a partnership, co-operative or sole-trader business engaged in the business of
- (C)** THE SUPPLIER wishes to have discussions with the Recipient to explore the possibility of engaging the Recipient to provide As a part of such discussions, THE SUPPLIER may disclose certain confidential information, concepts and business ideas to the Recipient.
- (D)** Prior to making any such disclosure to the Recipient, THE SUPPLIER requires that the Recipient enters into this confidentiality agreement to ensure that the Recipient will keep such disclosures confidential and make use of them solely as specified below.

THE PARTIES THEREFORE AGREE as follows:

1. DEFINITIONS

In this Agreement:

- 1.1** “Confidential Information” means information relating to any business, concept or idea (and the intended execution thereof and any related matters) disclosed to the Recipient or any employee of the Recipient by THE SUPPLIER, whether in written, oral or other form which is disclosed -
 - (i) during the course of any discussions relating to the possible engagement of the Recipient to provide the Services; and
 - (ii) during the course of or subsequent to the Recipient’s performance of such services, if engaged.
- 1.2** “Permitted Use” means use solely for the purpose of -
 - (i) evaluating whether and how the Recipient can provide the Services to THE SUPPLIER; and
 - (ii) providing the Services to THE SUPPLIER (if engaged to provide the Services).

2. CONFIDENTIALITY OBLIGATION

In consideration of THE SUPPLIER entering into discussions with the Recipient, and THE SUPPLIER agreeing to disclose the Confidential Information to it, the Recipient agrees that:

- 2.1** the Recipient will not, without THE SUPPLIER’s prior written consent, disclose any part of the Confidential Information to any third party and will use its best endeavours to prevent the unauthorised publication or disclosure of the same;
- 2.2** the Recipient will divulge the Confidential Information only to those employees of the Recipient who need to know the Confidential Information for the Recipient to make use of it for the Permitted Use;
- 2.3** the Recipient will not use the Confidential Information or any part of it for any purpose other than for the Permitted Use
- 2.4** the Recipient will ensure that its employees with access to the Confidential Information are aware of and comply with the obligations contained in this Agreement.

3. EXCEPTIONS

- 3.1** The obligations in this Agreement shall not extend to any Confidential Information which:

- 3.1.1** was rightfully in the possession of the Recipient prior to the Effective Date, as shown by the Recipient's prior written records;
- 3.1.2** is already public knowledge or becomes so at a future date (other than through unauthorised disclosure by the Recipient or its employees).
- 3.2** Disclosure of Confidential Information shall not be prohibited if such disclosure is compelled pursuant to legal proceedings (or otherwise required by law), provided that THE SUPPLIER is given prior written notice of such disclosure.

4. GENERAL

- 4.1** Ownership of the Confidential Information, and all intellectual property rights relating thereto shall remain solely with THE SUPPLIER, and the Recipient shall not by this Agreement acquire any right or licence to use the same, other than the limited right to use the Confidential Information for the Permitted Use. It is further agreed that subject to payment for the Services, and ownership of any pre-existing material, THE SUPPLIER shall own the copyright in all material produced for THE SUPPLIER by the Recipient in the course of carrying out the Services.
- 4.2** The Recipient shall indemnify THE SUPPLIER for any loss or damage to THE SUPPLIER as a result of Recipient's breach of the obligations in this Agreement.
- 4.3** The individuals set out below are duly authorised to sign on behalf of the Recipient, whether as signatories for a partnership or sole trader business, or otherwise, but in the event of any lack of authority shall also be deemed to sign in an individual capacity.
- 4.4** This agreement shall be governed by the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

SIGNED BY THE PARTIES OR THEIR DULY AUTHORISED REPRESENTATIVES

Name: _____

Signature: _____

Position: _____

Date: _____

Signature: _____

Position: _____

Date: _____

and

FOR and on behalf of THE SUPPLIER

Signature: _____

Position: _____

Date: _____

FOR and on behalf of the Recipient