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CONFIDENTIALITY AGREEMENT

DATED THE _____ DAY OF _____ 20__ .

BETWEEN

ABC Company Limited (the “Discloser”)

AND

Sample Company Limited (the “Recipient”)

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made on the _____ day of _____ 20__ .

BETWEEN: ABC Company Limited of 1 Smith Lane

London WC2A 1PL (**the “Discloser”**)

AND: Sample Company Limited of 52 Chance Lane

London WC2A 1PL (**the “Recipient”**).

RECITALS

- A.** The Discloser carries on the business (the “Business”) as described in Part A of the Schedule. In the course of conduct of the Business the Discloser has developed and possesses confidential information (the “Confidential Information”).
- B.** The Recipient has requested the Discloser give the Recipient access to the Confidential Information for the purpose (the “Purpose”) described in Part B of the Schedule. The Discloser has agreed to give access to the Recipient to the Confidential Information for the Purpose on the following terms and conditions.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement these words and phrases have the following meaning:

“**Advisors**” means all persons including solicitors, accountants, and professional consultants who the Recipient may legitimately and properly wish to consult and seek advice from concerning the Confidential Information and/or the Purpose and who may need access to the Confidential Information in order to provide that advice.

“**Business**” means the business of the Discloser as described in Part A of the Schedule together with any other business which the Discloser may at any time in the future conduct.

“**Confidential Information**” means all trade secrets, know-how, proprietary information and other data and information relating in anyway to the Business and which is, prior to entering into of this Agreement, only known to the Discloser, its employees and/or its consultants.

Without limiting the generality of the foregoing, Confidential Information also includes:

- (a) all ideas, improvements, inventions, innovations, processes, products, product specifications, methods of manufacture, developments, discoveries, samples, research, technical data, designs, formulas, devices, patterns, concepts, schematic models, diagrams, drawings, flow charts, chemical mixtures, delivery systems, user manuals,

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training or service manuals, source codes, activation codes, pin numbers, plans for new or revised products, compilation of information, work in progress, and any and all revisions, improvements and enhancements relating to any of the foregoing;

- (b) all the names, details of, requirements of the Discloser's customers, licensees, employees, consultants, contractors, suppliers and the details of all other persons who may at any time provide services, products or components thereof to the Discloser or who may at any time acquire services, products or components thereof from the Discloser;
- (c) all sales plans, budgets, price lists, marketing material, plans, surveys, business plans, opportunities, financial information, costings, valuation reports, redevelopment plans, specifications, business proposals, accounting records, business records, asset registers and other information in any way relating to the present or proposed business of the Discloser;
- (d) all documents whether in hard form or electronic form which have been marked by the Discloser as "confidential", or "private", or "secret" or "not to be disclosed" or which in any other way indicate that the document is regarded by the Discloser as confidential, and
- (e) this Agreement and anything done by the parties pursuant to it.

"Purpose" means the Purpose set out in Part B of the Schedule and any other use or purpose which after the date of this Agreement the Discloser may in writing permit the Recipient to use the Confidential Information for.

"Term" means the period from the date hereof until this Agreement is terminated or expires as provided in Clause 8.

2. INTERPRETATION

2.1. In this Agreement:

- (a) words or phrases importing any gender includes all genders including the neuter gender;
- (b) words or phrases importing the singular include the plural and vice versa;
- (c) any reference to a party is a reference to its lawful successors and assigns and also includes where that party is an individual, any company of which that individual is a director or employee and for that purpose any promise given by that party will be deemed to have been given by that party in his or her own capacity and as agent and representative of that company, and

- (d) any reference to any Act, statute, rule or regulation includes any amendment or replacement thereof.

3. CONSIDERATION AND DISCLOSURE

- 3.1. The Discloser will disclose such Confidential Information as it thinks fit to the Recipient for the Recipient's use or consideration during the Term in respect of the Purpose.
- 3.2. The consideration for the disclosure of the Confidential Information by the Discloser to the Recipient is the Recipient's promise to the Discloser in this Agreement to keep all such Confidential Information strictly confidential and not to use it or any part of it for any purpose other than the Purpose and then only during the Term.
- 3.3. Notwithstanding anything in this Agreement, the Discloser may in its absolute and unfettered discretion refuse to disclose any Confidential Information or any part thereof to the Recipient.
- 3.4. The disclosure of any Confidential Information by the Discloser does not compel or be deemed to compel the Discloser to answer any questions about the disclosed Confidential Information or to disclose any other Confidential Information.

4. PROMISE NOT TO DISCLOSE

- 4.1. The Recipient promises and undertakes to the Discloser as an ongoing separate promise and undertaking that the Recipient will not use the Confidential Information for any purpose other than the Purpose. This is an essential term of this Agreement and binds the Recipient both during and after the Term.
- 4.2. The Recipient promises and undertakes to the Discloser as an ongoing separate promise and undertaking that the Recipient will not disclose the Confidential Information to any other person or permit any other person to have access to or view any of the Confidential Information disclosed to the Recipient without the prior written consent of the Discloser. This is an essential term of this Agreement and binds the Recipient both during and after the Term.
- 4.3. Nothing in this Agreement prevents the Recipient from disclosing any of the Confidential Information to its Advisors but only for the purpose of obtaining advice from those Advisors. This exception does not permit any disclosure beyond what is reasonably necessary for the purposes of obtaining such advice. The Recipient indemnifies the Discloser and promises to keep the Discloser indemnified against any loss or damage of whatsoever kind or nature and howsoever arising that the Discloser might suffer as a result of any disclosure by the Recipient to his/her Advisors and the

subsequent disclosure by those Advisors or any of them to any third parties. This is an essential term of this Agreement.

- 4.4. The Recipient promises and undertakes that he or she will take all reasonable steps required in order to keep the Confidential Information secure and inaccessible to third parties and where the Recipient is a director or employee of a company the Recipient and that company must not permit any of its employees or its contractors to have access to the Confidential Information except where such access is reasonably required for the Purpose but not otherwise. The Recipient indemnifies the Discloser and promises to keep the Discloser indemnified against any loss or damage of whatsoever kind or nature and howsoever arising that the Discloser might suffer as a result of any failure by the Recipient to properly secure the Confidential Information or of any misuse or wrongful disclosure by any employee or contractor of any company of which the Recipient is a director or employee. This is an essential term of this Agreement.
- 4.5. The Recipient promises to keep a list of all persons including Advisors who are given access by the Recipient to the Confidential Information. That list will also identify the date such access was given and also will identify the Confidential Information so accessed, whether that person has kept a copy thereof and how that copy has been stored and secured.

5. INFORMATION IN THE PUBLIC DOMAIN

- 5.1. Notwithstanding the foregoing, the Recipient has no liability to the Discloser in respect of any Confidential Information which the Recipient can prove was in the public domain at the date of this Agreement or which comes into the public domain without any fault or in any way through any act or omission on the part of the Recipient.
- 5.2. Notwithstanding the foregoing, the Recipient has no liability to the Discloser in respect of any Confidential Information which the Recipient can prove was known to the Recipient at the time of the disclosure provided there is adequate written documentation to confirm such prior knowledge and that it was not directly or indirectly acquired from the Discloser.
- 5.3. Notwithstanding the foregoing, the Recipient has no liability to the Discloser in respect of any Confidential Information which the Recipient can prove was received by the Recipient from any third party, provided such information was not improperly or unlawfully obtained, directly or indirectly, from a party under an obligation of confidentiality to the Discloser.

