**DATED <INSERT DATE>**

**NON-DISCLOSURE AGREEMENT**

**between**

**<INSERT NAME / COMPANY>**

**and**

**<INSERT NAME / COMPANY>**

**[INSERT NAME / COMPANY]**

THIS AGREEMENT is made BETWEEN:

1. **<Insert name / company>** a person & company incorporated and registered in England and Wales with company number **<Insert company number>** whose registered office is at **<Insert address>** (**Manager**); and
2. **<Insert name / company>** a person & company incorporated and registered in England and Wales with company number **<Insert company number>** whose registered office is at **<Insert address>** (**Client**).

It is hereby agreed

# Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party. (the Purpose).

# Each party to this Agreement is referred to as ‘the Recipient’ when it receives or uses the Confidential Information disclosed by the other party.

# The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose, without first obtaining the written agreement of the other party.

# The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party, nor to provide negative opinions or perspective on the other party, either publicly or privately.

# The undertakings in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

* 1. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
	2. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party
1. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
2. The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.
3. Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the purpose of this agreement.
4. The undertakings in clauses 3 and 4 will continue in force indefinitely.
5. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

This agreement has been entered into on the date stated at the beginning of it.

Signed by **<Insert Name>**

a director for and on behalf of

# <Insert Company>

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Signed by **<Insert Name>**

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