

{your company name}

Company number : {your company number}

Company address: {your company address}

To: {name of person with agreement}

ADDRESS

Non-Disclosure Agreement

1 PURPOSE

Further to our early discussions regarding the Project, we confirm that we are happy to continue these discussions and to disclose further information and documents related to the Project provided that we, that is {your company name} (each a "Party", together "Parties") agree to keep the Project confidential at all times in accordance with the terms of this letter.

2 DEFINITIONS

In this letter you will see certain references. The meaning of those references is set out here:

(a) "**Confidential Information**" can be any and all information of any kind whatsoever provided directly or indirectly by one Party to the other before or after the signing of this letter and includes but isn't limited to:

(i) any information of a confidential nature including trade secrets and commercially sensitive information relating directly or indirectly to the Project;

(ii) personal data about founders, directors, employees and contractors; performance information about each Party's business (operational, technical and financial); product development information (algorithms, databases, designs, plans, roadmaps, technology, prototypes and any intellectual property); strategy and operational information (reports, plans, targets, customers, financial and performance metrics, suppliers and advisors),

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and in each case includes analyses, compilations, summaries, forecasts, studies or other documents (whether in written or electronic form) and all information and material prepared or generated from such information in either human or machine readable form and whether stored electronically or otherwise.

(b) "**Discloser**" means the Party sharing or disclosing information to the other Party under the terms of this letter.

(c) "**Recipient**" means the Party receiving the information under the terms of this letter. (d)

“Project” means: PROJECT DETAILS

3 UNDERTAKINGS OF CONFIDENTIALITY

3.1 Following the signing of this letter and throughout the duration of this agreement, the Parties can disclose to each other Confidential Information and upon receiving this, the Recipient will keep the Confidential Information secret and will not, without the prior written consent of the Discloser, share or use any Confidential Information in whole or in part with any third party, directly or indirectly, except for the exclusive purpose of evaluating the Project and carrying out the Project should both Parties agree to go ahead.

3.2 The Recipient will take all steps necessary to protect the Confidential Information and will keep it stored securely.

4 EXCLUSIONS

4.1 For the avoidance of doubt, Confidential Information does not include any information which:

- (a) the Recipient can adequately prove was already in their possession and at their free disposal before it was disclosed by the Discloser;
- (b) was disclosed to the Recipient by a third party who (or which) by such disclosure did not breach any obligation of confidentiality (whether contractual or otherwise) to the Discloser;
- (c) was independently developed by the Recipient (with no reference to any information disclosed to it by the Discloser, whether before or after the date of this agreement);
- (d) is in, or comes into, the public domain, except as a result of a breach by the Recipient of any other obligation of confidentiality (whether contractual or otherwise) to the Discloser,

and in each case only to the extent that the Recipient can show that such information falls within one of paragraphs (a) to (d) above to an adequate extent.

4.2 The Recipient may disclose Confidential Information if required to do so by law, or by any regulatory or governmental authority of competent jurisdiction, or by any court of competent jurisdiction. The Recipient will give the Discloser as much notice of the disclosure as possible and take into account any reasonable requests of the Discloser in relation to the timing and content of the disclosure where they are able to do so.

5 DURATION

This agreement will come into full force from the date of signature and the parties will continue to be bound to keep the Confidential Information secret in accordance with the terms of this letter for so long as any of the Confidential Information remains confidential or until released by the Discloser formally in writing.

6 RETURN OF RELEVANT INFORMATION

If negotiations in connection with the Project are unsuccessful, or simply upon request from the

Discloser at any time, the Recipient will immediately return, erase or destroy all Confidential Information in its possession together with any derivative works which are based on or which may contain Confidential Information.

7 GENERAL

7.1 Nothing in this letter constitutes any warranty or representation in respect of the Confidential Information or matters contained in it. Confidential Information is provided on an **"as is"** basis.

7.2 Without prejudice to any other rights and remedies we may have, both Parties agree that the Confidential Information is valuable and that damages may not be an adequate remedy for breach of the terms set out in this letter. Accordingly, both parties agree that we will be entitled without proof of special damage to the remedies of an injunction and other equitable relief for any actual or threatened breach by any Party to this letter.

7.3 The validity, construction and performance of this letter will be governed by and construed in accordance with the laws of England and Wales and each Party will submit to the exclusive jurisdiction of the courts of England and Wales.

Please sign below to confirm your agreement to the terms of this

letter. We agree to the above.

Signed by for and on behalf of **{your company name}**

We agree to the above.

Signed by **{director name}** for and on behalf of **{your company name}**

Date: