**THE CONTRACTUAL TERMS USED IN THIS DOCUMENT HAVE BEEN SIMPLIFIED TO ILLUSTRATE THE PRESENTATION. IT IS NOT A RECOMMENDED TEXT.**

**Confidentiality Agreement**

This Agreement is made on …….. day of ………

between ……………………………………………………………………………….. of

[address] …............................................................................. (“the COMPANY”)

and

……………………………………………………………………………….. of

[address] …............................................................................. (“the RECIPIENT”)

**WHEREAS**

The COMPANY has requested that RECIPIENT provides services (the “Services”) In order to provide the Services to COMPANY the RECIPIENT may receive certain Confidential Information (as defined below).

 The parties wish to make arrangements to protect such confidential information

It is hereby agreed as follows:-

1. Confidential Information shall include all information including but not limited to financial, business, technical, operational, trade secret, know how, proprietary information and other information (whether orally, in writing, visually, photographically, electronically or otherwise).

Confidential Information does not include any information which the RECIPIENT can show is:-

* 1. in, or which comes into, the public domain otherwise than as the result of a breach of this agreement, or
	2. was lawfully obtained by THE RECIPIENT from a third party with full rights of disclosure, or
	3. was already in the possession of the RECIPIENT at the date of receipt of the Information.
	4. Information which the RECIPIENT is required to disclose by a court, regulator or other authority provided that, where lawful, RECIPIENT will give the COMPANY, prompt notice of such requirement so that COMPANY may seek an appropriate protective order. In any event RECIPIENT may only disclose such portion of the Confidential Information which RECIPIENT is legally required to produce.
1. In consideration of the COMPANY making available this information, THE RECIPIENT agrees to keep the information confidential and not disclose it to any third party except with the prior written consent of the COMPANY. The RECIPIENT undertakes only to use the Confidential information for the agreed purpose
2. The RECIPIENT will only disclose the Confidential Information to its employees on a need to know basis. Each individual will be informed of the confidential information and be required to sign a copy of this agreement.
3. THE RECIPIENT will use the same controls as it employs to avoid disclosure of its own confidential information provided and at all times, that standard shall amount to a reasonable standard of care.
4. The COMPANY makes no representation or warranty, express or implied, as to the accuracy or completeness of any of the Confidential Information and is not liable for losses suffered by reliance on the Confidential Information
5. On termination of this Agreement for any reason, THE RECIPIENT will return or destroy all confidential information save that it may keep a copy of the information solely for the purposes of its own internal records.
6. This Agreement shall remain in force for a period of three years from the date of delivery of the confidential information
7. The Parties agree that damages will not be an adequate remedy for breach of this agreement and COMPANY shall be entitled to seek an injunction.
8. The Agreement shall be governed by and construed according to English law.

Signed for and Signed for and

on behalf of the COMPANY on behalf of THE RECIPIENT

………………………………. … ………..……………………….