

CONFIDENTIALITY DEED

This deed is dated [date], and is between:

- (1) **Party 1**, a company incorporated in [country] under company number XXX (“Party1”); and
- (2) **Party 2**, a company incorporated in [country] under company number XXX (“Party2”).

Background

- (A) Party1 [has disclosed and]intends to disclose certain confidential information to Party2 for use by Party2 for a specific purpose.
- (B) Party2 wishes to receive Party1’s confidential information for this purpose.

The parties now agree:

1. Definitions

- 1.1 In this deed, these terms have these meanings:

“**Confidential Information**” means information regarding [insert description of what the confidential information is about] that is disclosed in any form by Party1 to Party2, including disclosures made after the date of this deed and in the XX weeks before the date of this deed, but excluding information satisfying one or more of these conditions:

- (a) the information is publicly known;
- (b) the information is known to Party2 before the disclosure by Party1, and is free from confidentiality restrictions;
- (c) the information is obtained separately by Party2 from someone else, and is free from confidentiality restrictions;
- (d) the information is developed by Party2 independently of Party1’s disclosures.

“**Developments**” means developments made by Party2 from Confidential Information.

“**Permitted Employees**” means [insert names of relevant individuals or description of relevant category of employee].

“**Permitted Purpose**” means [insert description of the purpose for which the confidential information may be used].

“**Permitted Recipients**” means:

- (a) professional advisers of Party2;
- (b) Subsidiaries of Party2.

“**Subsidiary**” has the meaning in Section 1159 Companies Act 2006.

2. Confidentiality Obligations

- 2.1 Party2 shall not use Confidential Information or Developments, other than for the Permitted Purpose.
- 2.2 Party2 shall not disclose Confidential Information or Developments to anyone else, unless permitted under clause 3.
- 2.3 Party2 shall take precautions to prevent anyone outside Party2 (and to prevent its employees other than the Permitted Employees) obtaining access to Confidential Information or Developments in Party2’s possession or control. The precautions must be at least as effective as those taken by Party2 to protect its own confidential information or those that would be taken by a reasonable person in the position of Party2, whichever are more effective.

3. Permitted Disclosure

- 3.1 Party2 may disclose Confidential Information and Developments in these situations:
- (a) the disclosure is to Permitted Employees with appropriate duties of confidentiality to Party2;
 - (b) the disclosure is to Permitted Recipients with duties of confidentiality to Party2 equivalent to those in this deed;
 - (c) the disclosure is required by applicable law, a court, or a regulator.
- 3.2 On making disclosures under clause 3.1, Party2 must inform the recipients that the information being disclosed is confidential information of Party1.

4. Deletion

- 4.1 On receiving a written request from Party1 to delete Confidential Information and Developments, the Party2 shall:
- (a) promptly stop using Confidential Information and Developments;
 - (b) make sure all Permitted Recipients promptly stop using Confidential Information and Developments;
 - (c) delete or destroy, within 7 days, all copies of Confidential Information and Developments in its possession or control;
 - (d) make sure that, within 7 days, all Permitted Recipients delete or destroy all copies of Confidential Information and Developments in their possession or control.
- 4.2 After following clauses 4.1(c) and 4.1(d), Party2 shall notify this to Party1 in writing.

5. Duration

- 5.1 The obligations in this deed apply without limit in time.

6. No Commitment

- 6.1 Party1 is not required by this deed to disclose information to Party2.
- 6.2 Neither party is required by this deed to negotiate or contract further with the other party.

7. Liability

- 7.1 Other than as provided in clause 7.2, Party1 gives no warranties regarding information disclosed by Party1 under this deed ("**Disclosed Information**"). All terms, including conditions and warranties, implied by law regarding Disclosed Information are excluded from this agreement, other than where the law prohibits exclusion.
- 7.2 Party1 states that: so far as its directors are aware and without duty to have made enquiries to identify issues unknown to them, the activities of Party2 permitted by this deed regarding Confidential Information do not infringe the rights of anyone else. This warranty is deemed given for each disclosure of Confidential Information on the date of disclosure.
- 7.3 Other than claims under clause 7.2, Party2 waives all claims against Party 1 regarding Disclosed Information.
- 7.4 Clauses 7.1 to 7.3 apply to disclosures whether made **before, on, or after** the date of this deed.
- 7.5 Party2 will be liable to Party1 for:
- (a) breaches by the Permitted Employees of their duties of confidentiality to the Recipient regarding Confidential Information and Developments;

- (b) breaches by Permitted Recipients of the confidentiality obligations required by clause 3.1(b) regarding Confidential Information and Developments;
- (c) the Permitted Recipients acting in a manner that would breach this deed if done by Party2.

8. Miscellaneous

- 8.1 Party1 may assign to a third party its rights under this deed by notifying to Party2 details of the rights being assigned and the identity of the third party. Any other assignment of this deed, or of rights or obligations under this deed, will be void unless made with the written consent of the other party.
- 8.2 This deed is not enforceable by any person other than the parties to this deed and their allowed assignees.

9. Law and Jurisdiction

- 9.1 The laws of England apply to this deed.
- 9.2 The courts of England have non-exclusive jurisdiction to settle every dispute regarding this deed or Party2's handling, use, or disclosure of Confidential Information.

EXECUTED as a DEED by the parties on the date of this deed.

SIGNED and DELIVERED as a DEED by
PARTY1
acting through a director

SIGNED and DELIVERED as a DEED by
PARTY2
acting through a director

signature

signature

And witnessed by:

And witnessed by:

witness signature

witness signature

witness name

witness name

witness occupation

witness occupation

witness address

witness address