

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 by Party2 from someone else, and is free from confidentiality restrictions;
- (d) the information is developed by Party2 without using Confidential Information.

“**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 not provide its employees with access to Confidential Information or Developments, other than the Permitted Employees.
- 2.4 Party2 shall take precautions to prevent anyone outside Party2 (and to prevent employees other than Permitted Employees) obtaining access to Confidential Information or Developments in its 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 to Permitted Recipients, provided the Permitted Recipients are subject to confidentiality obligations equivalent to those in this deed.
- 3.2 Party2 may disclose Confidential Information and Developments where required by applicable law, a court, or a regulator. When doing so, Party2 must inform the recipient that the information being disclosed is confidential information of Party1.

4. Deletion

- 4.1 On receiving a written request from Party1 to erase 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) erase, 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 erase 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 with the other party.

7. Liability

- 7.1 Party1 is not liable to Party2 for costs, damages, losses, and liabilities arising from Party2's possession, use, or disclosure of information disclosed by Party1 under this deed. This exclusion does not apply to costs, damages, losses, and liabilities resulting from the statement in clause 7.2 being false.
- 7.2 With each disclosure under this deed Party1 shall state that, so far as its directors are aware at the date of disclosure and without duty to have made enquiries to identify issues unknown to them, the possession and use of information in that disclosure does not infringe the rights of anyone else.
- 7.3 Party2 will be liable to Party1 for:
 - (a) breaches by Permitted Recipients of the confidentiality obligations required by clause 3.1;
 - (b) Permitted Recipients acting in a manner that would breach this deed if done by Party2;
 - (c) all legal costs incurred by Party1 in enforcing its rights against Permitted Recipients.

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:

signature

signature

print name

print name

occupation

occupation

address

address