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CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert name and address of the disclosing party], (hereinafter known as "the disclosing party")

AND

[Insert name and address of the receiving party], (hereinafter known as "the receiving party")

WHEREAS:

- a)** The disclosing party desires to enter into discussions with the receiving party.
- b)** Such discussions will necessitate disclosure of information concerning the business affairs of the disclosing party.
- c)** The receiving party agrees that any such disclosure is treated as made "in confidence" and shall remain confidential and secret and subject to the terms of this Agreement and each party agrees that it will take all reasonable steps to protect the secrecy of any confidential information and prevent it from falling into the public domain or the possession of other persons.

THE PARTIES AGREE as follows:

1. CONFIDENTIAL INFORMATION - DEFINITION

Information disclosed under this Agreement (hereinafter known as "confidential information") shall include, but not be limited to, commercial, financial, technical, operational, marketing, promotional, all intellectual property or such other information, in whatever form, which concerns the business and affairs of the disclosing party and shall include confidential information disclosed orally or in writing and which would appear to a reasonable person to be confidential or proprietary.

2. PURPOSE

The receiving party agrees to hold all confidential information in trust and in confidence and not to use it for any purpose other than the contemplated purpose. The receiving party further undertakes not to approach either directly or indirectly any partners, suppliers, manufacturers or other third parties disclosed by the disclosing party without the prior written approval of the disclosing party.

**Sample document – the remaining are clause headings only
Full document contains all clauses**

3. NO COPIES

4. ALL RIGHTS RETAINED

5. THIRD PARTIES

6. EXCEPTIONS

7. REMEDIES FOR BREACH

8. AGREEMENT PERIOD

9. CONFIDENTIAL INFORMATION RETURN

10. BINDING AGREEMENT

11. GENERAL

12. JURISDICTION

This Agreement shall be interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of its courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

[Insert disclosing party name]
[Insert name of person signing on disclosing party's behalf]
[Insert their position]

Signature: _____

[Insert receiving party name]
[Insert name of person signing on receiving party's behalf]
[Insert their position]

Signature: _____

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