

**Bilateral Confidentiality Agreement**

**DATED ..... 2008**

(1) [ Nathan Murphy ] of [ Alloyfish Ltd, Radland, St.Dominick, Saltash, Cornwall, PL12 6TR ]

(2) [ ] of [ ]

**WHEREAS**

The parties wish to exchange Confidential Information for the Purpose on the following terms and conditions.

**IT IS HEREBY AGREED** as follows:-

**2 INTERPRETATION**

In this Agreement the following words and phrases shall have the following meanings unless the context clearly requires otherwise:

- 1.1. "Confidential Information" shall mean all information or data (including all oral and visual information or data and all information or data recorded in writing or in any other medium or by any other method) directly or indirectly disclosed to or obtained by one party from the other before or after the date of this Agreement whether or not clearly marked as confidential. Without prejudice to the generality of the foregoing definition the term "Confidential Information" shall include but not be limited to any information ascertainable by the inspection or analysis of samples, and any information relating to either party's operations, processes, plans, production information, know-how, trade secrets, customers or business affairs .
- 1.2. "Purpose" shall mean [ *(Enter details here setting out the purpose)*.

].

### **3 RECIPIENT PARTY UNDERTAKINGS**

In consideration of the provision of Confidential Information by one party to the other the recipient party undertakes with the providing party for a period of [three] [3] years from the date of disclosure: -

- 1.3. to keep and maintain secret and confidential and procure to keep secret and confidential all Confidential Information received by the recipient party in relation to the Purpose ;
- 1.4. not to copy, reproduce or reduce to writing any part of the Confidential Information except as may be reasonably necessary for the Purpose and to ensure that any copies, reproductions or reductions to writing so made shall be the property of the providing party;
- 1.5. not to disclose Confidential Information whether to its employees, directors or to third parties except in confidence to such of its employees or directors who need to know the same for the Purpose and provided that:

**2.3.1. such employees and directors are obliged by their contracts of employment or service not to disclose the same;**

- 2.4 the recipient party shall enforce such obligations at its expense and at the request of the providing party insofar as breach thereof relates to the Confidential Information;
- 2.5 to be responsible for the performance of sub-clauses 2.1 to 2.3.1 on the part of its employees or directors to whom the Confidential Information is disclosed pursuant to sub-clause 2.3 and to apply thereto no lesser security measures and degree of care than those which the recipient party applies to its own confidential or proprietary information and which the recipient party hereby warrants as providing adequate protection of such information from unauthorised disclosure, copying or use;
- 2.6. not to use the confidential Information for any purpose other than the Purpose.

### **4 EXCLUSIONS**

The obligations of confidentiality under clause 2 shall not apply to any Confidential Information (in whole or part) which:

- 1.6. is in or comes into the public domain in any way without breach of this Agreement by the recipient party; or
- 1.7. the recipient party can show to the providing party's reasonable satisfaction was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the providing party; or
- 1.8. the recipient party obtains or has obtained from a source (including employees of the recipient party who have internally developed such information) other than the providing party without breach by the recipient party or such source of any obligation of confidentiality or non-use towards the providing party; or
- 1.9. is required by law or court order to be disclosed.

## **5 RESERVATION OF RIGHTS**

- 1.10. For the avoidance of doubt no rights shall accrue from this Agreement other than what is expressed in this Agreement.
- 1.11. The providing party makes no representation or warranties in connection with any Confidential Information provided to the recipient party but shall furnish the same in good faith to the best of its knowledge and ability. Without restricting the generality of the foregoing the providing party makes no representation or warranty as to satisfactory quality or fitness for a particular purpose, or as to whether the exploitation of any such Confidential Information will not infringe any patent or other rights of any other person.

## **6 NON DISCLOSURE**

- 1.12. The recipient party will not, and will direct its directors and employees not to disclose to any person the content or existence of this Agreement or either the fact that discussions or negotiations are taking place.

## **7 DELIVERY UP**

In the event;

- 1.13. the recipient party shall be in breach of any of its obligations in this Agreement; or
- 1.14. the providing party requests at any time the return of the Confidential Information; or
- 1.15. of the expiry of this Agreement;

the recipient party shall promptly return to the providing party all material containing Confidential Information that has been received by the recipient party and the recipient party shall not retain any copy or transcript of such material.

## **8 GENERAL**

- 1.16. *No variation of this Agreement shall be valid unless it is in writing refers specifically to this Agreement and is signed by or on behalf of each of the parties.*
- 1.17. *If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the same shall be deemed omitted from this Agreement and such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.*
- 1.18. *The recipient party shall not sub-contract, assign, novate, charge, license, sub-license, dispose of or otherwise transfer any of his rights or obligations under this Agreement.*
- 1.19. This Agreement is subject to the laws of England and both parties hereby submit to the exclusive jurisdiction of the English Courts.

**SIGNED** by the parties on the date referred to above.

Signed on behalf of

Alloyfish.Ltd

by ***Nathan Murphy***

Signature.....

Name in Capitals .....

A duly authorised signatory

Signed on behalf of

[ ]

by

Signature.....

Name In Capitals.....

A duly authorised signatory.