

CONFIDENTIAL

John Smith residing

Anyshire, AB1 2CD

Any Trading Limited a company  
number 123456 and having its

companies Acts with registered  
n Road, Smalltown, Bigshire,

WHEREAS:

1 Discussions have commenced  
and Any Trading Limited  
solar powered bicycles;

commence between John Smith  
investigating the development of

2 In connection with the project  
Limited and Any Trading  
Information (as hereinafter)

John may provide to Any Trading  
to John Smith Confidential

IT IS AGREED as follows:

1 In this Agreement the words  
opposite them respectively

shall have the meanings set

“Confidential” means information  
domain and is not generally

known or has not entered the public

“Confidential Information” means  
technical, electronic or  
how and trade secrets and  
disclosed orally, in writing  
hardware or any other  
date of this Agreement  
any evaluations);

commercial, financial, marketing,  
ever nature, including, know-  
any form or medium whether  
readable code or embodied in  
disclosed before or after the  
such information (including

“Party” means John Smith

and, as appropriate.

2 In consideration of the terms  
as follows:

contained herein the Parties agree

2.1 Each Party hereby undertakes

that it shall:

2.1.1 not at any time, without  
reveal any Confidential  
than persons referred to  
Confidential Information

of the other Party, disclose or  
n or Party whatsoever (other  
w) and shall not send any  
sent by post, fax, telephone,

- video conferencing or any other form of data transmission without the consent of the other Party;
- 2.1.2 use the Confidential Information for the purpose outlined above, or such other purposes, as the Parties may agree in writing;
- 2.1.3 maintain strict confidentiality of the Confidential Information;
- 2.1.4 treat and safeguard as private and Confidential Information that is received or communicated to the Party;
- 2.1.5 not at any time, without the prior written consent of the other Party, take, make or retain any copies, reproduce, disseminate, or use any Confidential Information in any form of media or material, or in any way, to the extent reasonably necessary in connection with the performance of the purpose above, copy, adapt, modify, or otherwise use or incorporate the Confidential Information into reports, presentations, or other documents;
- 2.1.6 keep separate all Confidential Information generated based on the Confidential Information from all its other information;
- 2.1.7 keep all documents and information containing or incorporating any of the Confidential Information confidential and secure;
- 2.1.8 not use, reproduce, transmit, disseminate, or store Confidential Information in an externally accessible computer system, information retrieval system, or other system, save as may be necessary to in clause 2.1.9 below from transmitting and receiving Confidential Information via email from computers used in the ordinary course of business;
- 2.1.9 only allow exclusive access to Confidential Information to such of its employees, consultants, agents, or representatives (being its bankers, lawyers, accountants and technicians) as may be necessary and who have reasonable need to see and use it for the performance of the purpose above. Each Party shall ensure that the Confidential Information is clearly marked as Confidential Information and the confidential nature of the Confidential Information is clearly stated and respected thereof; and
- 2.2 Where any Confidential Information is stored in physical form and the owning Party requires its destruction, the Party will do so by way of cross-cut shredding, burning, pulverization, or other means appropriate. Where any Confidential Information is stored in electronic form and the owning Party requires its destruction, the Party shall ensure that all storage media is destroyed and that the destruction of the Confidential Information by erasing or overwriting does not ensure that the Confidential Information is destroyed. Hereafter, the media shall be destroyed as indicated above;
- 2.3 Each Party agrees to keep confidential all negotiations, discussions and communications in relation to, or public comment on, the Confidential Information, and not to reveal the existence of any Confidential Information to any third party without the prior written consent of the other Party. Notwithstanding the foregoing provisions, each Party agrees to reveal the existence of any Confidential Information to the extent necessary to comply with applicable laws, regulations, or court orders.

such evaluations, discuss  
its employees, consultants  
whom such disclosure is

a confidential basis to such of  
as provided in Clause 2.1.9 to

2.4 Each Party acknowledges  
the other Party to cease all  
will immediately return to  
to destroy all of the original  
thereof in its possession  
Confidential Information  
confirming that it has not  
any part of the Confidential  
Information.

at any time it may require the  
information and, in such event, it  
option may alternatively elect  
Confidential Information and copies  
return or destruction of the  
Party with a written declaration  
file or other media containing  
in any way on the Confidential

2.5 Each Party agrees to  
undertakings of confidence  
force and effect until the

stated, the obligations and  
agreement shall continue in full  
effect from by notice in writing.

2.6 The provisions of this  
required to be disclosed  
jurisdiction.

to any information which is  
body or a court of competent

2.7 This Agreement shall be  
of England and we hereby  
courts.

ed in accordance with the law  
sive jurisdiction of the English

SIGNED by John Smith

at

on 200

SIGNED for and on behalf of A

by

Director/Authorised Signatory

at

on 200