



Non-disclosure agreement

This agreement was made on ##/##/#### between

1. **Your Agency name**, address here (referred to as the Agency hereafter)
2. **Client name**, address here (referred to as the Client hereafter)

The purpose of this Agreement is to establish the rights and interests of the Parties.

Whereas:

- either party may be disclosing to (“Disclosing Party”), and / or receiving from (“Receiving Party”) the other party certain confidential and proprietary information including, but not limited to, business operations, processes, plans, intentions, product information, know-how, concept ideas, designs, trade secrets, market opportunities, customers, costs, prices, business plans, details of corporate organisation and corporate financial information and any other information or data of whatever kind whether in physical, electronic, written or oral form, all of which is referred to herein as “Information”, and
- the parties are each willing to disclose and receive information under the terms and conditions specified below.

It is agreed:

- Each party will maintain all Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Information to any third party without the prior written consent from the Disclosing Party.
- Each party will use the Information only for the purposes set forth above. Information shall be deemed confidential regardless of the fact it is not marked as such if given in writing or, if given orally, identified as confidential orally prior to disclosure.
- The Receiving Party’s obligation of non-disclosure under this Agreement shall not apply to Information which
 - a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party;
 - b) was rightfully in the Receiving Party’s possession prior to receipt from the Disclosing-Party;
 - c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Information without restriction;
 - d) is independently developed by the Receiving Party without resort to information which is confidential under this Agreement, and can so be proven by written records; or
 - e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable in order to afford to Disclosing Party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of its Information or, at the Disclosing Party’s option, shall destroy all such Information as the Disclosing Party may designate.

The Receiving Party’s obligation of confidentiality shall survive this Agreement for a period of five (5) years from the date of this Agreement and thereafter shall terminate and be of no further force or effect.

The Receiving Party agrees that this Agreement shall not be assigned without prior written consent from the Disclosing Party. The Disclosing Party grants no right or license to the Receiving Party except as expressly set forth in this Agreement.



This Agreement is made under and shall be construed according to the laws of England and Wales and supersedes all prior agreements between the parties, oral or written, concerning the disclosure of information.

On behalf of:

Company: Your Agency name

Name: Director name

Job Title: Director

Signed: _____ Dated: ##/##/####

On behalf of:

Company:

Name:

Job Title:

Signed: _____ Dated: