

EXCLUSIVITY AGREEMENT

Parties: _____

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: “Confidential Information” means any information disclosed by one party to the other, whether orally, in writing, or by any other means, that is designated as confidential or which ought reasonably to be considered confidential given the nature of the information and the circumstances of disclosure. “Exclusive Period” means the period during which the exclusivity provisions of this Agreement apply, as specified herein.

2. APPOINTMENT OF EXCLUSIVITY

The Disclosing Party hereby grants the Receiving Party the exclusive right to negotiate and enter into agreements regarding the subject matter described herein during the Exclusive Period. The Receiving Party agrees not to engage in negotiations or enter into agreements with any other party with respect to such subject matter during this Exclusive Period.

3. TERM

This Agreement shall commence upon the date of execution by both parties and shall continue for the duration of the Exclusive Period, unless terminated earlier in accordance with the terms of this Agreement.

4. CONFIDENTIALITY

Both parties agree to keep all Confidential Information strictly confidential and shall not disclose such information to any third party without the prior written consent of the Disclosing Party, except as required by law or to their respective professional advisers who agree to maintain confidentiality. This obligation shall survive termination of this Agreement.

5. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall use reasonable efforts to negotiate and conclude a definitive agreement in good faith during the Exclusive Period. The Receiving Party shall not solicit or initiate discussions with any third party regarding the subject matter of this Agreement during the Exclusive Period.

6. TERMINATION

This Agreement may be terminated: (a) by mutual written consent of both parties; (b) by either party upon material breach by the other party if such breach is not remedied within fourteen (14) days of written notice; (c) automatically upon expiry of the Exclusive Period. Termination shall not affect any rights or obligations accrued prior to termination.

7. WARRANTIES AND REPRESENTATIONS

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations. The Disclosing Party warrants that it has the right to disclose the Confidential Information. No other

warranties are made, and all Confidential Information is provided “as is.”

8. LIMITATION OF LIABILITY

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any dispute arising out of or in connection with this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to its subject matter. Any amendments or modifications must be made in writing and signed by both parties.

11. SEVERABILITY

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace any invalid provision with one that is valid and achieves the original intent.

12. NOTICES

All notices or other communications required or permitted under this Agreement shall be in writing and delivered by hand, registered post, or by electronic means to the addresses specified by the parties. Notices shall be deemed received upon delivery or, if by electronic means, upon confirmation of transmission.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery by electronic means (including PDF) shall be deemed valid and binding.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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