

SIMPLE CONFIDENTIALITY AGREEMENT

Parties: _____

Disclosing Party Information:

Full Name / Entity: _____

Address: _____

Contact Information: _____

Receiving Party Information:

Full Name / Entity: _____

Address: _____

Contact Information: _____

1. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, “Confidential Information” means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public, including but not limited to business plans, strategies, financial information, technical data, know-how, trade secrets, customer lists, and other proprietary information.

2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to keep all Confidential Information strictly confidential, to use it solely for the purpose of evaluating or undertaking the business relationship contemplated by this Agreement, and to not disclose it to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall take all reasonable steps to protect the confidentiality of the information.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was lawfully received from a third party without restriction; (c) was known to the Receiving Party prior to disclosure by the Disclosing Party; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

4. TERM

The obligations of confidentiality shall remain in effect for a period of five (5) years from the date of disclosure of the Confidential Information or until such time as the Confidential Information no longer qualifies as confidential under Clause 3, whichever occurs first.

5. RETURN OR DESTRUCTION OF MATERIALS

Upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, notes, or extracts thereof, and certify in writing that such return or destruction has been completed.

6. NO LICENSE OR OTHER RIGHTS

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to any Confidential Information or any patents, trademarks, copyrights, or other intellectual property of the Disclosing Party except as expressly set forth herein.

7. NO WARRANTY

All Confidential Information is provided 'as is'. The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

8. INJUNCTIVE RELIEF

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which damages may not be adequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or communications, whether written or oral, relating thereto.

11. AMENDMENTS

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

12. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

13. NO WAIVER

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

14. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. SIGNATURES

The parties have executed this Agreement through their duly authorized representatives as of the date of last signature below.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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