

SIMPLE NON-DISCLOSURE AGREEMENT

Parties: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, including, but not limited to, business plans, customer information, technical data, trade secrets, inventions, and any other information designated or treated as confidential.

2. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, agents, or third parties as necessary and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.

3. Exclusions from Confidential Information

Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party; (b) is rightfully received by Receiving Party from a third party without restriction on disclosure; (c) is independently developed by Receiving Party without use of or reference to Confidential Information; or (d) is disclosed pursuant to legal, judicial, or governmental order, provided Receiving Party gives prompt notice to Disclosing Party and cooperates in any effort to limit disclosure.

4. Term

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until terminated by mutual written agreement.

5. No License or Ownership Rights

Nothing in this Agreement grants Receiving Party any rights in or to the Confidential Information except as expressly set forth herein. No license to any patent, copyright, trademark, or other intellectual property is granted or implied.

6. No Warranty

All Confidential Information is provided "AS IS." Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of any Confidential Information.

7. Remedies

Receiving Party agrees that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information, and Disclosing Party shall be entitled to seek injunctive or equitable relief as a remedy for any breach or threatened breach of this Agreement, in addition to any other remedies available at law or equity.

8. 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 irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or in connection with this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, whether oral or written. Any amendments or modifications must be in writing and signed by both parties.

10. Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the original intent.

11. Signatures

The parties have executed this Simple Non-Disclosure Agreement through their duly authorized representatives.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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