

## CONFIDENTIALITY AGREEMENT

To enable The Savvy Partnership to assist CLIENT NAME (the **Client**), in respect of the development of a PROJECT TYPE (the **Project**), the Client is prepared to disclose or to arrange the disclosure of certain Confidential Information, subject to our acceptance of the following terms and conditions:

1. In this letter “Confidential Information” means all financial, technical, operational, commercial, staff, management and other information data, experience and expertise of whatever kind whether in written or oral form which is disclosed by, or on behalf of, or acquired from, the Client, its directors, employees, agents or advisors (their **Representatives**) relating to the Project.
2. In consideration of the Client making available Confidential Information, we undertake to the Client that we will hold the Confidential Information in strict confidence and will not disclose copy, reproduce or distribute any of it to any person other than:
  - (a) As permitted in writing by you; or
  - (b) To those of our directors, employees, strategic partners or advisors (collectively Representatives) who strictly need access to it for the purposes of furthering the Project (our **Authorised Recipients**).
3. Neither we nor any of our Authorised Recipients will, without your prior written consent:
  - (a) Use any Confidential Information for any purpose other than the Project; or
  - (b) Reveal to any person other than an Authorised Recipient the existence of or subject matter of this letter or the consummation of the Project.
4. The restrictions on use and disclosure set out in paragraphs 2 and 3 above shall not apply to any Confidential Information which:
  - (a) At the time of supply is in the public domain or subsequently comes into the public domain other than by any breach of the undertakings set out in this letter;
  - (b) Is already in our lawful possession or the possession of any Authorised Recipient at the date of countersignature of this letter and was not acquired directly or indirectly from the Client or any of its respective Representatives;

- (c) Is at any time after the date of countersignature of this letter acquired by us from any third party on a non-confidential basis ;
  - (d) Is required to be disclosed by applicable law or order of a court of competent jurisdiction or enforceable request of any recognised stock exchange or other competent authority or to our insurers.
5. We further undertake to the Client to return to the Client upon request all the Confidential Information received from the Client or its respective Representatives. In addition, upon request you will destroy (or procure the destruction of) any documents or data (including, to the extent reasonably practicable, on any computer or word processor or other device) prepared by us or our Authorised Recipients which contain or are based on Confidential Information We will be entitled to retain one copy of any Confidential Information or any document prepared from such Confidential Information for regulatory or internal record keeping purposes.
  6. We will ensure that each of your Authorised Recipients who receives any Confidential Information is informed of and uses all reasonable endeavours to adhere to the terms of this letter. We will be responsible for any breach of this letter by us or any of our Authorised Recipients.
  7. We acknowledge and agree that the undertakings set out in this letter and shall continue for a period of 12 months after the date of this letter, whether or not the Project is implemented.
  8. If any provision of this letter is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter, but without invalidating any of the remaining provisions.
  9. We confirm that we are acting in this matter as principal and not as an agent or broker for any person.
  10. A person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
  11. This letter shall be governed and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.
  12. The undersigned parties are bound by the foregoing as of the date of countersignature.

Please indicate your agreement to the foregoing by signing and returning the enclosed duplicate of this letter.

**Signed in acceptance of this agreement**

For and duly authorised by The Savvy Partnership (Savvy People LLP T/A The Savvy Partnership)

David Adams, Director \_\_\_\_ DATE

\_\_\_\_\_

and/or

Helen Freeborough, Director \_\_\_\_ DATE

\_\_\_\_\_

For and on behalf of CLIENT NAME

\_\_\_\_\_

CLIENT CONTACT NAME, POSITION \_\_\_\_ DATE

