**PARTIES AND EXECUTION**

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| **Party 1** | **Party 2** |
| Entity details: Test Company Ltd, 1 London, SW6 8DY, UK | Entity details: Fujitsu Services Limited, Lovelace Road, Bracknell, England, RG12 8SN |
| Signature: | Signature: |
| Name: Joe Smith | Name: Jane Doe |
| Title: Director | Title: Director |
| Email: joe.smith@testcompany.com | Email: jane.doe@fujitsu.com |
| Date: | Date: |

# **VARIABLES**

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| **Purpose:** | To allow the parties to collaborate on a possible joint venture in relation to the sale of AI development services |
| **Confidentiality period:** | Three years |
| **Dispute Resolution Method:** | Litigation in the courts of England and Wales |

**TERMS**

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| **1.** | **What is Confidential Information?** |
| 1. **Confidential Information** means information that is disclosed:    1. by a party to this Agreement (the **Discloser**),    2. to the other party to this Agreement (the **Receiver**), and    3. in connection with the Purpose. 2. Confidential Information does not include information that is:    1. in the public domain not by breach of this Agreement,    2. known by the Receiver at the time of disclosure,    3. lawfully obtained by the Receiver from a third party other than through a breach of confidence,    4. independently developed by the Receiver, or    5. expressly indicated by the Discloser as not confidential. | |
| **2.** | **Who can I share it with?** |
| 1. The Receiver may share the Confidential Information with anyone. 2. The Receiver is liable for its breach of this Agreement. 3. The Receiver may share the Confidential Information if required by law or regulation but must promptly notify the Discloser of the requirement if allowed by law or regulation. | |
| **3.** | **What are my obligations?** |
| The Receiver must:   1. only use the Confidential Information for the Purpose, 2. keep the Confidential Information secure and confidential and only disclose it as allowed by this Agreement, 3. promptly notify the Discloser if it becomes aware of a breach of this Agreement, and 4. within thirty days of the Discloser's request, take reasonable steps to destroy or erase any Confidential Information it holds, except the Receiver may retain copies of Confidential Information: 5. that are securely stored in archival or computer back-up systems, 6. to meet legal or regulatory obligations, or 7. in accordance with bona fide record retention policies,   subject to this Agreement's terms. | |
| **4.** | **How long do my obligations last?** |
| 1. The Receiver's obligations in relation to Confidential Information start on the date Confidential Information is disclosed and last until the end of the Confidentiality Period. 2. A party may terminate this Agreement with thirty days' prior written notice, but termination will not affect the parties' obligations in relation to Confidential Information disclosed before termination, which continue until the Confidentiality Period expires. | |
| **5.** | **Other important information** |
| 1. **Notices.** Formal notices under this Agreement must be in writing and sent to the email addresses on the Agreement’s front page as may be updated by a party to the other in writing. 2. **Indemnity**. The Discloser shall indemnify the Receiver for any costs or losses as a result of information in this Agreement being incorrect or misleading. 3. **Third parties.** Except for the Discloser’s, no one other than a party to this Agreement has the right to enforce any of its terms. 4. **Entire agreement.** This Agreement supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and no party has relied on any statement or representation of any person in entering into this Agreement. 5. **Amendments.** Any amendments to this Agreement must be agreed in writing. 6. **Assignment.** No party can assign this Agreement to anyone else without the other parties' consent. 7. **Waiver.** If a party fails to enforce a right under this Agreement, that is not a waiver of that right at any time. 8. **Equitable relief.** The Discloser may seek injunctive relief or specific performance to enforce its rights under this Agreement. 9. **Counterparts.** This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. 10. **Dispute Resolution.** Any dispute arising in connection with this Agreement must only be resolved by the Dispute Resolution Method. | |