**ACME INC.**

**MUTUAL NON-DISCLOSURE AGREEMENT**

**This Mutual Non-Disclosure Agreement** (this “***Agreement***”) dated the [day] of [month] 202[•] (the “***Effective Date***”) is entered into between Acme Inc. incorporated and registered in England and Wales with company number Z-0001 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_ (the “***Company***”) and **[Other Party Name]** incorporated and registered in England and Wales with company number [•] and having its registered office at [address] (the “***Other Party***”) to protect the confidentiality of certain confidential information of the Company and/or of the Other Party to be disclosed under this Agreement solely for use in evaluating or pursuing a business relationship between the parties (the “***Permitted Use***”). The Company and the Other Party may be referred to herein individually as a “***Party***” and collectively as the “***Parties***.”

1. The term “***Confidential Information***” of a Party will mean any and all technical and non-technical information disclosed by such Party (the “***Disclosing Party***”) to the other Party (the “***Receiving Party***”), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programmes, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.
2. Subject to clause 3, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party agrees to apply the same security measures and degree of care to such Confidential Information as the Receiving Party applies to its own confidential information, which the Receiving Party warrants as providing adequate protection from unauthorised disclosure, copying or use. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party’s employees or authorised representatives who have a need to know such Confidential Information for the Permitted Use and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.
3. The Receiving Party will not have any obligations under this Agreement with respect to any Confidential Information which:
   1. at the time of the disclosure was in the public domain;
   2. after disclosure came into the public domain for any reason except the failure of the Receiving Party to comply with the terms of this Agreement;
   3. was lawfully in the Receiving Party’s possession prior to such disclosure;
   4. was subsequently communicated to the Receiving Party from a third party without obligations of confidentiality; or
   5. was developed by employees or agents of the Receiving Party who had no access to any Confidential Information.
4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without breaching the terms of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.
5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorised disclosure of the Confidential Information of the Disclosing Party.
6. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will:
   1. promptly return to the Disclosing Party or destroy all documents and other tangible materials (and copies) containing, reflecting, incorporating or based on the Disclosing Party’s Confidential Information;
   2. erase all the Disclosing Party’s Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
   3. certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that the Receiving Party may retain documents and materials containing, reflecting, incorporating, or based on the Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Receiving Party to keep evidence that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials kept by the Receiving Party in accordance with this clause.
7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognises and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement is intended to, or shall be deemed to establish any partnership, joint venture, or agency between the Parties.
8. A Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to fulfill the purpose of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices that appear on the original, unless otherwise authorised in writing by the Disclosing Party.
9. This Agreement will terminate three (3) years after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party’s obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party’s successors and assigns. Each Party’s obligations with respect to all Confidential Information of the other Party will terminate only pursuant to clause 4.
10. The Disclosing Party is providing Confidential Information on an “as is” basis for use by the Receiving Party at its own risk. The Receiving Party accepts that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information.
11. This Agreement shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
12. The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement. Furthermore, the Receiving Party shall indemnify and keep fully indemnified the Disclosing Party at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Disclosing Party arising from any breach of this Agreement by the Receiving Party and from the actions or omissions of any representative of the Receiving Party.
13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
14. Neither Party will communicate any information to the other Party in breach of the proprietary rights of any third party.
15. Neither Party will assign, sub-contract or deal in any with any of its rights or obligations under this Agreement without the prior written consent of the other Party.
16. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
17. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after posting, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set out at the end of this Agreement or such other address as either Party may specify in writing.
18. Each Party agrees that the software programmes of the other Party contain valuable confidential information and each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programmes contained in the Confidential Information of the other Party without the prior written consent of the other Party.
19. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Parties.

***[Remainder of page intentionally left blank]***

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

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|  | **Acme Inc.** | | |
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|  | By: |  | |
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|  |  | Name: |  |
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|  | **OTHER PARTY:** | |  |
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|  | **[Other Party Name]** | |  |
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|  |  | Name: |  |
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