



# Non-disclosure Agreement

Between

(1) Jane Doe

and

(2) Sample Limited

Dated 22 October 2020



This agreement is dated 22 October 2020 between:

## Parties

- (a) **Sample Limited**, a company registered in England and Wales under company number 11526903, whose registered office is The Corran The Corran, Batchworth Hill, Rickmansworth, Hertfordshire, WD3 1JP, United Kingdom (the **Company**); and
  - (b) **Jane Doe**, of 15 Ripon Road, Bath, United Kingdom, BS1 1AD (the **Investor**).
1. The Company intends to disclose information (the **Company Information**) to the Investor in connection with the Investor considering whether to make an investment in the Company (the **Purpose**). As a result of that exercise, the Investor may also disclose information (the **Investor Information**) to the Company, relating to the Investor.
  2. **Confidential Information** includes Company Information and Investor Information, as well as (without limitation) all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available by or on behalf of either party to the other, whether before or after the date of this agreement (in any form or medium) and whether directly or indirectly.
  3. **Disclosor** means a party to this agreement disclosing Confidential Information, and **Recipient** means a party to this agreement receiving Confidential Information.
  4. The Recipient undertakes not to use Confidential Information for any purpose except the Purpose.
  5. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party, except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the Disclosor and who are bound by obligations equivalent to those in clause 4 above and this clause 5. The Recipient is responsible for ensuring that anyone to whom it supplies Confidential Information pursuant to this clause 5 complies with the provisions of this agreement.
  6. The undertakings in clauses 4 and 5 above apply to all of the Confidential Information disclosed by one party to the other, regardless of the way or form in which it is disclosed or recorded, but they do not apply to:
    - (a) any information which is or in future comes into the public domain (unless as a result of the breach of this agreement); or
    - (b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient.
  7. Nothing in this agreement will prevent the Recipient from making any disclosure of Confidential Information required by applicable law or by any competent authority.

8. The Recipient will, on request from the Disclosor, return all copies and records of the Confidential Information (including, without limitation, any held by disclosees pursuant to clause 5 above) to the Disclosor and will not retain any copies or records of the Confidential Information.
9. Neither this agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Disclosor or (if applicable) any other member of its group, except the right to copy the Confidential Information solely for the Purpose.
10. The Recipient acknowledges and agrees that:
  - (a) the Confidential Information may not be accurate or complete and the Disclosor makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and
  - (b) damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Recipient. Accordingly, each party is entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.
11. The undertakings in clauses 4 and 5 above will continue in force for a period of 10 years from the date of this agreement.
12. The consideration under this agreement consists of the obligations of the parties to each other. The parties further agree that payment by the Company to the Investor of £1.00 and by the Investor to the Company of £1.00 (receipt of which, in each case, is hereby acknowledged) alone amounts to good consideration in respect of the obligations of a Recipient under this agreement.
13. This agreement is governed by, and is to be construed in accordance with, English law. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, or its subject matter or formation.

## Signatures

A stylized, handwritten signature in black ink, consisting of a series of loops and a final upward stroke.

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Signed by Jane Doe

A stylized, handwritten signature in black ink, featuring a large, sweeping initial 'S' followed by a horizontal line and a small loop.

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Signed by Sam Simpson