



[Company Name]:
[Address]:
[Address]:
[Address]:
[Address]:

Dear [name]

Restrictions on use and disclosure of Confidential Information

████████████████████ may soon be contacting you to with a view to [*describe what business you propose to do with them*] for ██████. In the course of those discussions we may disclose confidential information to you that we wish to remain confidential and we therefore require you to confirm your acceptance of the following conditions of confidentiality.

In consideration for the opportunity to perform services for ██████ you agree as follows:

1. You agree that while you provide the services and for a period of three (3) years thereafter:
 - (a) you shall keep in strict confidence any confidential or sensitive information or material of any kind concerning the products, plans, business or finances of ██████ in any form and any other information or material which, by its nature, you ought reasonably to understand is confidential including, without limitation, the existence of and terms of this letter but excluding any information which at the time of disclosure by ██████ is already lawfully in your possession and is not otherwise subject to restriction or which becomes in the public domain other than through your breach of its confidentiality obligations under this letter (“Confidential Information”); and
 - (b) you shall not disclose, report, reveal, confirm or deny any part of the Confidential Information to any third party except as expressly set out in paragraph 2 below.
2. You may disclose Confidential Information only as required pursuant to any court or Government order provided (i) that you will give us reasonable notice prior to such disclosure to allow us to seek an order preventing or otherwise limiting the disclosure and (ii) that you shall disclose only such portion of the Confidential Information as is necessary under the legal order or process.
3. You shall notify ██████ immediately upon discovery of any unauthorised use or disclosure of Confidential Information, and will co-operate fully with us so as to help us regain possession of the Confidential Information and prevent its further unauthorised use.



4. Upon completion of the evaluation or at any other time upon [redacted] request, you shall, at [redacted] option, either return all originals, copies, reproductions and summaries of any Confidential Information in your possession us or destroy the same and promptly certify to us that such destruction has taken place.
5. You agree to indemnify and hold us harmless against all claims, costs damages or expenses incurred by [redacted] or for which [redacted] may become liable as a result of any breach of your confidentiality obligations under this letter.
6. You acknowledge that monetary damages may not be a sufficient remedy for the unauthorised disclosure of Confidential Information and that [redacted] without prejudice to any rights or remedies that it may otherwise have, may be entitled to such injunctive or equitable relief as may be deemed appropriate by a court of competent jurisdiction.
7. This letter agreement shall be governed by the law of [redacted] and the parties agree to submit to the exclusive jurisdiction of the [redacted] courts in respect of any matter arising from or related hereto.

Please indicate your agreement to the terms set out in this letter by signing a copy of this letter where marked below and return that signed copy to us.

Yours faithfully,

[redacted]

[name] [redacted] :
[title]:

Signed on behalf of [*recipient full company name*]:

By

Name:

Title: