

CONFIDENTIALITY AGREEMENT

This Agreement is made on the (DATE)

BETWEEN:

- (1) **London Legal Response Limited**, a company registered in the UK with registered number 4136143 and whose registered office is at Karen House, 1-11 Bache's Street London N1 6DL ("Supplier"); and
- (2) **(COMPANY NAME)**, a company registered in the UK with registered number xxxxxxx and whose registered office is at (COMPANY ADDRESS)

WHEREAS:

- (A) The Supplier and (COMPANY NAME) have entered into an agreement for the provision of certain services by the Supplier to (COMPANY NAME).
- (B) (COMPANY NAME) is the owner of the Confidential Information, part or all of which will be disclosed or otherwise made available to the Supplier in the course of providing the said services.
- (C) (COMPANY NAME) wishes to ensure that the Supplier will maintain the confidentiality of all Confidential information.

IT IS AGREED AS FOLLOWS:-

1 Definitions

For the purposes of this Agreement the following words and expressions shall have the following meanings:-

- 1.1 **"Confidential Information"** mean the terms of the Service Contract and this Agreement and any information, whether or not reduced to written form and marked "confidential", which relates to the business of (COMPANY NAME) or any member firm of (COMPANY NAME), or to any of its or their clients and their clients' businesses, which is disclosed to the Supplier, its agents or permitted sub-contractors, or to the directors or employees of any of them, or to which such entities or persons have access, in each case as a result of or in the course of providing the Services and whether before or after the date of this Agreement, together with any information which has been or which may be derived or obtained from such information;
- 1.2 **"Purpose"** means the provision of the Services;
- 1.3 **"Services"** means the services to be provided to (COMPANY NAME) in accordance with the Services Contract;
- 1.4 **"Services Contract"** means the agreement between (COMPANY NAME) and the Supplier dated (DATE) relating to the supply of services referred to therein.

2 Undertaking

In consideration of (COMPANY NAME) disclosing Confidential Information to the Supplier, the Supplier hereby undertakes:-

- 2.1 to keep and procure that its directors, employees, agents and permitted sub-contractors keep the Confidential Information in strict confidence and in safe custody;
- 2.2 not to use any Confidential Information for any reason other than in connection with the Purpose;
- 2.3 to limit access to Confidential Information to those of its directors, employees, agents, permitted sub-contractors and professional advisers and the employees thereof who reasonably and necessarily require such Confidential Information for the Purpose;

EITHER

- 2.4 to inform each of its directors, employees, agents, permitted sub-contractors and professional advisers and the employees thereof to whom the Confidential Information is to be disclosed (or who will otherwise have access to it) of the restrictions in clauses 2.1 to 2.3 and, if (COMPANY NAME) so elects, to procure that any such person shall agree in writing to observe these restrictions and to provide (COMPANY NAME) with a copy of such written agreement; and

OR

- 2.4 to procure that each of its directors, employees, agents, permitted sub-contractors and professional advisers and the employees thereof to whom the Confidential Information is to be disclosed (or who will otherwise have access to it) signs a letter in the form attached at Schedule 1 which is promptly delivered to (COMPANY NAME) and the Supplier shall retain a copy thereof; and
- 2.5 not (without the prior consent in writing of (COMPANY NAME) to:-
 - 2.5.1 release any press statement or issue any other publicity regarding the arrangements which may exist between the parties; or
 - 2.5.2 disclose to any third party the identity or (COMPANY NAME) either on its client list or in any other marketing material.

3 Exceptions

- 3.1 The provisions of this agreement shall not apply to information:-
 - 3.1.1 which the Supplier can prove, to the reasonable satisfaction of (COMPANY NAME), was in its possession prior to the date of receipt by or disclosure to the Supplier and was free of any restriction as to its use or disclosure at that time;
 - 3.1.2 which at the date of receipt by or disclosure to the Supplier was in the public domain as evidenced by printed publication or otherwise;
 - 3.1.3 which after the date of receipt by or disclosure to the Supplier becomes part of the public domain by publication or otherwise (except by reason of neglect or default by the Supplier);
 - 3.1.4 which the Supplier obtains from a third party who is not bound by any restrictions in relation thereto; or
 - 3.1.5 is independently and lawfully developed by the Supplier outside the scope of this Agreement.

3.2 The Supplier shall be entitled to disclose the Confidential Information as required by law or any governmental or other regulatory authority but only to the extent that it is strictly necessary to comply with such requirements. Unless legally restrained from doing so, the Supplier shall give (COMPANY NAME) as much notice as is reasonably possible of any such intended disclosure, stating the reasons for having to make such disclosure.

4 No Licence

The Supplier acknowledges and agrees that it shall not acquire by implication or otherwise any right in, or title to, or licence, in respect of the Confidential Information.

5 Duration

Unless otherwise terminated by (COMPANY NAME), this Agreement shall continue without limit in time including after termination or expiry of the Services Contract.

6 Procedures

6.1 Without prejudice to its obligations hereunder, the Supplier

- 6.1.1** shall, so far as practicable, operate procedures to control the copying and distribution of the Confidential Information;
- 6.1.2** shall keep a record of the persons holding the Confidential Information;
- 6.1.3** will not copy the Confidential Information except as absolutely necessary for the Purpose;
- 6.1.4** will keep the Confidential Information separate from its other records and documents it holds; and
- 6.1.5** shall, on termination of this agreement or at any time on receipt of a written request from (COMPANY NAME), return to (COMPANY NAME) all Confidential Information received that is capable of return and all copies thereof (or, at (COMPANY NAME) option destroy the same) and shall cease to make use of the Confidential Information for any purpose whatsoever.

7 Breach

7.1 The Supplier shall promptly inform (COMPANY NAME) of any actual or suspected unauthorised use, copying or disclosure of the Confidential Information that comes to its attention.

7.2 If (COMPANY NAME) has reasonable grounds to believe that any director or employee of the Supplier, its agents, permitted sub-contractors or professional advisers who is or are working on premises owned or occupied by (COMPANY NAME) has breached the requirements of this Agreement, the Supplier will procure that, at (COMPANY NAME) request, such person or persons shall be immediately removed from the premises and shall not thereafter without the consent of (COMPANY NAME) be engaged in the provision of the Services. This shall be without prejudice to the Supplier's obligations to provide the Services in accordance with the Services Contract.

8 Remedies

8.1 The Supplier acknowledges that the Confidential Information is of great value to (COMPANY NAME) and that a breach of its obligations may give rise to severe damage to (COMPANY NAME).

8.2 The Supplier undertakes to indemnify (COMPANY NAME) (on an after tax basis) in respect of all damages, costs, claims, demands and liabilities howsoever arising out of any breach by it of its obligations hereunder.

8.3 The Supplier acknowledges that damages may not be an adequate remedy for any breach and that (COMPANY NAME) shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this agreement.

8.4 Without prejudice to (COMPANY NAME) other rights and remedies, the Supplier shall be liable for and shall indemnify (on an after tax basis) (COMPANY NAME), its directors, officers and employees and the partners against all losses suffered by them or any of them (including damages, costs and expenses, legal or otherwise) which arise out of:

8.4.1 any misuse by the Supplier, its directors, employees, agents, permitted sub-contractors or professional advisers and the employees thereof of any Confidential Information; or

8.4.2 any breach by the Supplier, its directors, employees, agents, permitted sub-contractors or professional advisers and the employees thereof of the obligations in Clause 2.

9 Effectiveness

9.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, but would be valid and enforceable if some part were modified, such provision shall apply with such modification as may be necessary to make it valid and effective.

9.2 Such partial invalidity or unenforceability shall not affect any of the other clauses hereof, all of which shall remain in full force and effect.

10 Governing law and jurisdiction

The construction, validity and performance of this agreement shall be governed by the law of England and Wales and all parties agree to accept the non-exclusive jurisdiction of the courts of England and Wales.

Signed on behalf of
[Supplier] _____

PRINT NAME: _____

POSITION: _____

Signed on behalf of
(COMPANY NAME) _____

PRINT NAME: _____

POSITION: _____