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MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert name and address of the first disclosing party]

AND

[Insert name and address of the second disclosing party]

WHEREAS:

- a)** Both parties desire to enter into discussions.
- b)** Such discussions will necessitate disclosure of information concerning the business affairs of both parties.
- c)** The parties agree that any such disclosure is treated as made "in confidence" and shall remain confidential and secret and subject to the terms of this Agreement and each party agrees that it will take all reasonable steps to protect the secrecy of any confidential information and prevent it from falling into the public domain or the possession of other persons.

THE PARTIES AGREE as follows:

1. CONFIDENTIAL INFORMATION - DEFINITION

Information disclosed under this Agreement (hereinafter known as "confidential information") shall include, but not be limited to, commercial, financial, technical, operational, marketing, promotional, all intellectual property or such other information, in whatever form, which concerns the business and affairs of the disclosing party and shall include confidential information disclosed orally or in writing and which would appear to a reasonable person to be confidential or proprietary.

2. PURPOSE

The parties agree to hold all confidential information in trust and in confidence and not to use it for any purpose other than the contemplated purpose.

3. NO COPIES

No copies are to be made or retained of the confidential information received from the other party.

4. ALL RIGHTS RETAINED

No right or license is granted by either party to the other and the information remains the property of the disclosing party at all times.

**Sample document – the remaining are clause headings only
Full document contains all clauses**

5. THIRD PARTIES

6. EXCEPTIONS

7. REMEDIES FOR BREACH

8. AGREEMENT PERIOD

9. CONFIDENTIAL INFORMATION RETURN

10. BINDING AGREEMENT

11. GENERAL

12. JURISDICTION

This Agreement shall be interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of its courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

[Insert disclosing party name]

[Insert name of person signing on disclosing party's behalf]

[Insert their position]

Signature: _____

[Insert receiving party name]

[Insert name of person signing on receiving party's behalf]

[Insert their position]

Signature: _____

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