

This Agreement is made the day of, 20.....

BETWEEN

BITBOX LIMITED of Whitney Road, Daneshill Industrial Estate, Basingstoke, RG24; and

..... < insert name/company name and address >

collectively “the parties” and related terms such as “party” will be construed in this context.

WHEREAS

the parties hereto wish to hold discussions concerning

..... (“the Field”) and may wish to disclose to one another confidential technical information and business information relating to or relevant within the Field (“the Confidential Information”) and wish to ensure that the Confidential Information remains confidential.

It is agreed as follows:

- 1 The extent of the Confidential Information to be disclosed will at all times be at the discretion of the disclosing party.
- 2 Each party will treat the Confidential Information disclosed to it by the other party as secret and confidential and will not, except with the prior written consent of the other, make use of the same except for the purposes of evaluation thereof, nor disclose the same to any third party except, and then only to the extent necessary to evaluate the same, to such of its employees as shall have been made fully aware that the same is secret and confidential and are bound to treat as such.
- 3 Confidential Information disclosed orally by either party shall be confirmed in writing by the disclosing party to the receiving party within 30 working days from the date of disclosure.
- 4 The restrictions as to the use and disclosure set out above shall not apply to :
 - 4.1 Any of the Confidential Information which is or becomes published otherwise than by unauthorised publication in breach of this Agreement;
 - 4.2 Or any of the Confidential Information which is shown by written or other tangible evidence to have been known to the recipient prior to the date of the disclosure hereunder;
 - 4.3 Or any of the Confidential Information which is lawfully acquired by the recipient from an independent source having a bone fide right to disclose the same;
 - 4.4 Or any Confidential Information which as, demonstrated by tangible evidence, is independently developed by an employee of the recipient who has not had access to any of the Information disclosed to the recipient by the other party.



- 5 Neither party shall, without prior written consent of the other party, copy or reproduce any document which may be supplied hereunder and either party receiving any such document will a) return the same and any copies made thereof to the party supplying the same if so requested by the supplying party and b) certify in writing that it has complied with the requirements.
- 6 The obligations of confidentiality in this Agreement shall cease when both parties given written notification of its termination, or 10 years after the date hereof, whichever is the sooner.
- 7 No licence is granted to the recipient hereunder, and no licence shall be deemed to have risen or implied.
- 8 The Confidential Information, including any documents, drawings, sketches, designs, materials or samples supplied hereunder, will remain the property of the party disclosing or supplying the same and no rights are granted to the other party in the same, whether patented or not, except the limited right to use set out above in respect of the Field.
- 9 The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
- 10 All additions or modifications to this Agreement must be made in writing and must be executed by both parties.
- 11 This Agreement shall be construed in accordance with, and governed in all respects by the laws of England.
- 12 Each party shall not be entitled to assign the rights and obligations hereunder to any successor in title of its entire business in the Field without written consent of the other party.

Signed on behalf of BITBOX LIMITED

by Name:
 Position:

Signed on behalf of

by Name:
 Position:

