**Strictly private and confidential**

 Date:

Dear Sirs

**Confidentiality agreement**

1 The Mutual Confidentiality and Nondisclosure Agreement is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between **Sparks Innovation** (“Sparks”), a company head office registered office: Millpool Farm, Wards Lane, Congleton, Cheshire. CW12 3LN and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Partner”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Partner and Sparks desire to disclose certain confidential and proprietary information in order to evaluate a potential transaction, business opportunity, or relationship between them (the “Project”).

# 2 For the purposes of this agreement:

## 2.1 “*Confidential Information”* means all information relating to a Party to this agreement (“*Relevant Party”*) which might fairly be considered to be of a confidential nature and includes, but is not limited to:

### 2.1.1 information of whatever nature relating to the Relevant Party which is or has been obtained, whether in writing, pictorially, in machine-readable form, orally or by observation during visits, by the other Party or its Representatives from the Relevant Party or its Representatives;

### 2.1.2 information derived from information falling within sub‑paragraph 2.1.1;

### 2.1.3 this agreement; and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### 2.1.4 the fact that any discussions in relation to the Project are taking or have taken place and the content of the discussions

but does not include information which is or becomes publicly available, other than as a result of breach of this agreement, or becomes lawfully available to the other Party from a third party free from any confidentiality restriction.

2.2 *Party* shall mean either Sparks or the Partner. *Parties* shall be construed accordingly.

## 2.3 *Representatives* means, in respect of a Party, its directors, officers, employees, agents and advisers (including lawyers, accountants, consultants, bankers and financial advisers).

 **Undertakings**

# 3 Each Party undertakes to the other that:

## 3.1 it shall use the Confidential Information only for the purposes of the Project

## 3.2 it shall treat the Confidential Information as private and confidential and safeguard it accordingly;

## 3.3 it shall not, without the prior written consent of the Relevant Party, disclose the Confidential Information to any person other than its Representatives who are required in the course of their duties to receive and consider it for the purpose of the Project. Each Party shall inform its Representatives of the confidential nature of the Confidential Information;

## 3.4 it shall procure that its Representatives observe the terms of this agreement and it shall be responsible for any breach by its Representatives;

## 3.5 it shall not without the prior written consent of the Relevant Party discuss the Confidential Information nor any matter in relation to the Project with any other person;

## 3.6 it shall return to the Relevant Party on request all of the Confidential Information which is in a physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine-readable form) containing Confidential Information if either Party’s involvement with the Project ceases for any reason; and

## it shall not use the Confidential Information directly or indirectly to procure a commercial advantage over the Relevant Party.

4 **Status**

## 4.1 The Confidential Information shall remain the property of the Relevant Party and no right or licence is granted to the other Party in relation to any of the Confidential Information except as expressly set out in this agreement.

## 4.2 The obligations contained in this agreement shall continue without limit and time until terminated in writing by mutual agreement whether or not any other relationship between us is entered into or continued.

5 **Legal compulsion to disclose**

# In the event that a Party, its Representatives or anyone to whom it transmits any Confidential Information become (or it is reasonably likely that it or they shall become) legally compelled to disclose any Confidential Information, prompt notice of such fact shall be given to the other Party at the above address so that the other Party may seek an appropriate remedy to prevent the disclosure or waive compliance with the provisions of this agreement preventing the disclosure and it shall fully co-operate with the other Party in the event that the other elects to challenge the validity of such requirement.

5.2 Subject as provided above, if a Party, its Representatives or anyone to whom it transmits any Confidential Information becomes legally compelled to disclose any Confidential Information, it or they shall be entitled to do so only to the extent required and subject to prior consultation with the other Party with a view to agreeing the timing and content of such disclosure.

6 **General**

# 6.1 Each Party accepts that any breach of this agreement could cause injury to the other and that monetary damages would not be an adequate remedy. In the event of a breach or threatened breach by either Party, the other shall be entitled to injunctive relief in any court of competent jurisdiction and the Party which breaches or threatens to breach shall reimburse the other for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting the non-defaulting Party from pursuing any other remedies available to it for a breach or threatened breach.

# 6.2 No failure or delay by a Party to exercise any right or remedy under this agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by a Party of any breach of this agreement shall be considered as a waiver of a preceding or subsequent breach.

# 6.3 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

# 6.4 The agreement constituted by this agreement shall be governed by, and construed in accordance, with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Yours faithfully

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**For and on behalf of Sparks Innovation**

Agreed

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**For and on behalf of**

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

Director