



Hi- Pro Pressure Products Ltd

and

NAME

**CONFIDENTIALITY
AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT is made the **date** of **month year**

BETWEEN

- (1) **Hi-Pro Pressure Products Limited** located at, Unit 10 Bessemer Crescent, Rabans Lane Industrial Area, Aylesbury, Bucks HP19 8TF.

Company name and address

The Hi-Pro and **company name** are hereinafter referred to as the “**Parties**” or either one thereof as “**Party**”.

WHEREAS:

Both Parties wish to enter into discussions in the Field of **description**. Both Parties want to receive information in the Field in order to consider whether to enter into a future agreement regarding the Field (the “Discussions”). This agreement takes effect on the Effective Date.

IT IS AGREED AS FOLLOWS:

- 1 In this Agreement the following definitions are used:

1.1 “**Confidential Information**” means:

1.1.1 all and any information, documents, data and opinions disclosed by a Party to the other Party or otherwise acquired pursuant to this Agreement including without limitation information of a commercial or financial nature, pricing information, inventions, formulations, compositions of matter, data, know-how, formulae, algorithms, processes, operating methods and procedures, results, designs, drawings, specifications, computer programmes or other software relating to the Discussions whether in oral, written, electronic, graphic or digitised format; or disclosed pursuant to discussions with any of the officers, employees of a Party which if in tangible form are marked confidential and if in non tangible form (including but not limited to if disclosed orally) are at the time of disclosure stated to be confidential;

1.1.2 information of whatever nature relating to the Discussions or business or property of a Party obtained by observation during visits to its premises or those of any third party instructed, engaged, or retained in any way whatsoever by a Party.

1.2 “**Effective Date**” means Signature date

1.3 “**Permitted Purpose**” means the use of Confidential Information in relation to the Discussions.

1.4 “**Disclosing Party**” means a Party to this Agreement that discloses Confidential Information, directly or indirectly to the Receiving Party under or in anticipation of this Agreement.

1.5 “**Receiving Party**” means a Party to this Agreement that receives Confidential Information, directly or indirectly from the Disclosing Party under or in anticipation of this Agreement.

- 2 In consideration of the Disclosing Party providing valuable Confidential Information to the Receiving Party, the Receiving Party agrees with the Disclosing Party, on behalf of

itself and all persons to whom disclosure by it is permitted within the terms of this Agreement, that all Confidential Information:

- 2.1 shall not be used for any purpose other than the Permitted Purpose; and
- 2.2 shall be held strictly confidential, using no less than a reasonable level of care and shall not be divulged directly or indirectly or otherwise made available in whole or in part to any third party without the prior written consent of the Disclosing Party provided that the Receiving Party may without such approval disclose such Confidential Information:
 - 2.2.1 pursuant to the requirements of any applicable law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, none of the exceptions to that Act or Regulations respectively applies to the information disclosed unless the Party required to make such disclosure has complied with clause 8) or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
 - 2.2.2 to its employees and officers directly engaged in the Permitted Purpose and whose knowledge of the Confidential Information is essential for the Permitted Purpose provided that prior to any disclosure of Confidential Information under this clause 2.2.2, the Receiving Party shall ensure that each recipient agrees to be bound by the obligations of this agreement as if it were a Party.
- 3 The obligations contained in Clause 2 shall not apply to such of the Confidential Information as:
 - 3.1 is at the time of being obtained by the Receiving Party within the public domain other than as a result of breach of this Agreement; or
 - 3.2 is proved by documentary evidence to the satisfaction of the Disclosing Party as being at the time of the Agreement already lawfully in the possession of the Receiving Party; or
 - 3.3 after being obtained by the Receiving Party comes within the public domain other than by reason of a breach by any Party of the obligations contained in this Agreement; or
 - 3.4 is properly received by the Receiving Party from a third party who is rightfully in possession of such Confidential Information and who is not bound by any obligation of confidence or secrecy; or
 - 3.5 is proved by contemporaneous documentary evidence as having been independently developed by the Receiving Party with no knowledge of the Confidential Information.
- 4 Nothing in this Agreement obliges either Party to disclose Confidential Information to the other.
- 5 All Confidential Information remains the property of the Disclosing Party and the disclosure of Confidential Information does not amount to a licence or similar right, in favour of the Receiving Party.
- 6 The Disclosing Party confirms that the Confidential Information is given by it in good faith but does not represent that the Confidential Information is accurate, up to date, exhaustive or complete on the subject matter concerned.
- 7 For the avoidance of doubt, nothing in this Agreement shall affect the ownership of any existing intellectual property.

- 8 If a Party ('recipient party') receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 ('statutory request') to disclose any of the other Party's Confidential Information, it will send a notice to the other Party together with a copy of the statutory request. The other Party will respond within ten (10) days after receiving such notice as to whether it considers that a statutory exemption applies to the statutory request. If that Party does state that an exemption applies the recipient party shall use its reasonable endeavours to ensure that such exemption does apply to the Confidential Information requested.
- 9 The Receiving Party indemnifies the Disclosing Party against all losses, damages, costs and liabilities incurred by it arising from:
 - 9.1.1 the unauthorised disclosure of Confidential Information by the Receiving Party or any person to whom disclosure of such Confidential Information is permitted under clause 2; and/or
 - 9.1.2 a breach by the Receiving Party of its obligations under this Agreement.
- 10 This Agreement shall remain in full force and effect for a period of three (**3**) years from the Effective Date and then shall automatically terminate unless renewed by mutual consent in writing although either Party may terminate this Agreement at any time on thirty (30) days notice in writing to the other Party.
- 11 Following termination of this Agreement, the Receiving Party shall make no further use of the Confidential Information. The Receiving Party's obligations under this Agreement shall otherwise continue in force, for a period of 5 years from the Effective Date.
- 12 References to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it.
- 13 To the extent a provision or section of this Agreement is invalid, unenforceable whether in whole or in part, the remaining provisions or sections of this Agreement shall remain unaffected.
- 14 No failure to exercise or delay in the exercise of any right or remedy which any Party may have under or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or any other such right or remedy.
- 15 This Agreement is personal to the Parties and neither Party shall assign, charge or otherwise transfer any rights or obligations under this Agreement, without the prior written consent of the other Party.
- 16 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the relevant address of the relevant Party as set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause. Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail).

In the case of notices to Hi-Pro Pressure Products Ltd, sent to:

Hi-Pro Pressure Products Limited Unit 10 Bessemer Crescent, Rabans Lane
Industrial Area. Aylesbury, Bucks HP19 8TF.

In the case of notices to **company name**, sent to:

contact name & company name

17 The construction, validity and performance of this Agreement shall be governed by English Law and the Parties submit to the exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorised representatives as of the day and year first written above.

Signed for and on behalf of **company name**

By.....

Name.....

Position.....

Signed for and on behalf of **HI-PRO PRESSURE PRODUCTS LIMITED**

By.....

Name.....

Position.....