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| Dated [2022] |
| **TWO WAY NON-DISCLOSURE AGREEMENT** |
| Between |
| (1) **DECENTLY LIMITED** |
| And |
| (2) **[PARTY B]**  |
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This agreement is dated [].

**BETWEEN**

1. **DECENTLY LIMITED**, a company registered in the England and Wales (company number 13604268), whose registered office is at Edward Pavilion, Albert Dock, Liverpool, England, L3 4AF (**Decently**)
2. **[Party B]** incorporated and registered in England and Wales with company number [] whose registered office is at [] (**[PARTY B]**).

**RECITALS**

Each party wishes to disclose to the other party Confidential Information in relation to the Purpose (each term as defined below). Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information. In consideration of the benefits to the parties of the disclosure of the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

**OPERATIVE PART**

1. **DEFINITIONS AND INTERPRETATION**
	1. The following definitions and rules of interpretation in this clause apply in this agreement:

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| 1. **"Business Day"**
 | 1. a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
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| 1. **"Confidential Information"**
 | 1. all confidential information (however recorded, preserved or disclosed) disclosed by the Disclosing Party or its employees, officers, representatives or advisers (together, its Representatives) to the Recipient and the Representatives of the Recipient after the date of this agreement including but not limited to:
	1. the existence and terms of this agreement;
	2. any information that would be regarded as confidential by a reasonable business person relating to:
		1. the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and
		2. the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party;
	3. any information or analysis derived from Confidential Information;
2. but not including any information that:
	1. is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this agreement or of any other undertaking of confidentiality addressed to the Disclosing Party (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
	2. was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party; or
	3. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the knowledge of the Recipient, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; or
	4. was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or
	5. the parties agree in writing is not confidential or may be disclosed; or
	6. is developed by or for the Recipient independently of the information disclosed by the Disclosing Party; or
	7. is trivial, obvious or useless.
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| 1. **"Disclosing Party"**
 | 1. a party to this agreement which discloses or makes available directly or indirectly Confidential Information.
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| 1. **"Purpose"**
 | 1. the evaluation or establishment of a collaboration between the parties for projects [DETAILS TO BE INSERTED].
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| 1. **"Recipient"**
 | 1. a party to this agreement which receives or obtains directly or indirectly Confidential Information.
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| 1. **"Representative"**
 | 1. employees, agents and other representatives of the Recipient.
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* 1. Clause headings shall not affect the interpretation of this agreement. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
	2. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
	3. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
1. **OBLIGATIONS OF CONFIDENTIALITY**
	1. The Recipient shall keep the Confidential Information of the Disclosing Party confidential and, except with the prior written consent of the Disclosing Party, shall:
		1. not use or exploit the Confidential Information in any way except for the Purpose;
		2. not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement;
		3. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
		4. not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and
		5. apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.
	2. The Recipient may disclose Confidential Information of the Disclosing Party to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:
		1. it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
		2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this agreement as if they were the Recipient;

and it shall at all times be liable for the failure of any Representative to comply with the terms of this agreement.

* 1. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 2.3, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.
	2. The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use.
	3. No party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.
1. **RETURN OF INFORMATION**
	1. At the request of the Disclosing Party, the Recipient shall:
		1. destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information of the Disclosing Party;
		2. erase all Confidential Information of the Disclosing Party from its computer systems or which is stored in electronic form (to the extent possible); and
		3. certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on Confidential Information of the Disclosing Party to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient.
	2. If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Confidential Information of the Disclosing Party, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that Confidential Information of the Disclosing Party has not been used or disclosed.
2. **RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**
	1. All Confidential Information shall remain the property of the Disclosing Party, which reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a party's Confidential Information are granted to the Recipient and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement.
	2. Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
	3. The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Purpose, or the development or supply of any product or service to which the Confidential Information relates.
	4. The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.
3. **WARRANTY AND INDEMNITY**
	1. Each of the Disclosing Party warrants that it has the right to disclose its Confidential Information to the Recipient and to authorise the Recipient to use such Confidential Information for the Purpose.
	2. Each of the Recipient shall indemnify and keep fully indemnified the Disclosing Party at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Disclosing Party) arising from any breach of this agreement by the Recipient and from the actions or omissions of any Representative of the Recipient.
4. **TERM AND TERMINATION**
	1. If either party decides not to become, or continue to be involved in the Purpose with the other party it shall notify the other party in writing immediately. The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of 6 years from the termination of this agreement.
	2. Termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.
5. **ENTIRE AGREEMENT AND VARIATION**
	1. This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
	2. No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
6. **NO WAIVER**
	1. Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy by either party to this agreement nor shall it preclude or restrict any further exercise of that or any other right or remedy.
	2. No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy by either party.
	3. A party that waives a right or remedy provided under this agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
7. **ASSIGNMENT**

Except as otherwise provided in this agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it.

1. **NOTICES**
	1. Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, or by commercial courier, to each party required to receive the notice or communication as set out below:

Decently: []

[Party B]: []

* 1. Delivery of a notice is deemed to have taken effect (provided that all other requirements in this clause have been satisfied):
		1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
		2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
	2. A notice or other communication required to be given under this agreement shall be validly given if sent by e-mail.
1. **NO PARTNERSHIP**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

1. **THIRD PARTY RIGHTS**

A person who is not a party to this agreement shall not have any rights under or in connection with it.

1. **GOVERNING LAW**
	1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
	2. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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| Signed by **James BurchDirector & Co-Founder**for and on behalf of **DECENTLY LIMITED** |  | .......................................  |
| Signed by **[]** for and on behalf of [Party B]  |  | ........................................ |