

CONFIDENTIALITY AGREEMENT

WHEREAS *[name]*

of *[address]*

('the Discloser') possesses valuable knowledge and information of a secret and confidential nature (hereinafter called 'Information') relating to *[title of subject matter]*

AND WHEREAS *[name]*

of *[address]*

('the Recipient') wishes to receive the information for commercial purposes

NOW THEREFORE in consideration of the disclosure of the Information by the Discloser to the Recipient the parties hereto agree as follows:

1. The Recipient shall for a period of seven years from the date hereof treat as strictly confidential and not disclose to any third party any part of the Information disclosed hereunder and shall not make use of any such Information without the Discloser's prior written consent
2. The foregoing obligations shall not apply to any Information:
 - (a) which at the time of disclosure was in the public domain or which later became part of the public domain through no breach of this Agreement;
 - (b) which the Recipient can show was in their possession prior to disclosure and was not directly or indirectly obtained from the Discloser;
 - (c) which the Recipient can show was received after disclosure hereunder from a third party who did not directly or indirectly acquire it from the Discloser
3. The Recipient shall return to the Discloser all documents photographs models prototypes or other material supplied by the Discloser together with any copies thereof when evaluation of the Information has been completed or at any time if requested by the Discloser

[Discloser]

Signed: _____ Dated: _____
Capacity:

[Recipient]

Signed: _____ Dated: _____
Capacity: