

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as on the date of the last signature below.

Between

_____ of _____
_____;

and

Guy Tucker trading as Clearly Software of Castledown Enterprise Centre, Unit 3d Fitz Gilbert Court, Ludgershall, Wiltshire, SP11 9FA (each a **Party** and together the **Parties**).

Meanings

1. These words and phrases have defined meanings:

Agreement	This confidentiality agreement and any amendments from time to time;
Confidential Information	Any information disclosed by or on behalf of a Disclosing Party (as defined below) to a Receiving Party (as defined below) during the Term that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites, or pursuant to discussions, or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive and which relates to the business and affairs of the Disclosing Party including but not limited to: (a) All Intellectual Property Rights of the Disclosing Party and (b) All analyses, compilations, studies and other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from the information referred to above;
Disclosing Party	Either Party to this Agreement when disclosing Confidential Information to the other Party;
Effective Date	The date of this agreement will be the last date ;
Intellectual Property Rights	All trade and service marks, registered and unregistered design rights, all design right applications, patents, copyrights, database rights and rights in know how, confidential information and inventions and other intellectual property rights of a similar or corresponding character whenever and however arising and all renewals and extensions of such rights which may now or in the future subsist;
Permitted Purpose	So that Clearly Software can carry out software and data consultancy services, software/app and website development services, and data hosting and management services;
Receiving Party	Either Party to this Agreement when receiving Confidential Information from the other Party;
Term	The term of this Agreement;
Working Day	Any day other than Saturday, Sunday or bank holiday in England.

2. In this Agreement, unless the content requires a different interpretation

- a. The singular included the plural and vice versa;

- b. References to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- c. A reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "Including" is understood to mean 'Including without limitation';
- e. Reference to any statutory provision includes any modification or amendment of it;
- f. The headings and sub-headings do not form part of this Agreement.

Obligations in relation to Confidential Information

- 3. In consideration of the disclosure to it of Confidential Information by the Disclosing Party the Receiving Party agrees and undertakes that it will, subject to the provisions of Clause 4;
 - a. Keep all Confidential Information strictly confidential and will not disclose any part of it to any other person without the Disclosing Party's prior written consent;
 - b. Not use any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Permitted Purpose without the express written consent of the Disclosing Party;
 - c. Use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, being at least a reasonable degree of care.

Permitted disclosures

- 4. A Receiving Party may disclose Confidential Information to its employees, professional advisers, agents and sub-contractors (each a "Permitted Disclosee") provided that the Permitted Disclosee (i) has a need to have access to the Confidential Information for the performance of its work in relation to the Permitted Purpose and (ii) is bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information which is received from the Receiving Party;

Ownership of confidential information

- 5. The Confidential Information and all Intellectual Property Rights contained in it will remain the property of the Disclosing Party and the disclosure of the Confidential Information will not give the Receiving Party any rights in any part of the Confidential Information.

Exceptions to non-disclosure and confidentiality

- 6. The obligations of confidentiality set out in this Agreement will not apply to any information which:
 - a. Is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party, and is not subject to any obligation of confidentiality;
 - b. Is, or becomes through no wrongful act or default of the Receiving Party, public knowledge;
 - c. Is received from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence;
 - d. Is required to be disclosed by law or the rules of any court or other body of competent jurisdiction (governmental or regulatory body);

Term and return of Confidential Information

7. This agreement will come into force on the Effective Date and will continue in force until the second anniversary of this Agreement unless:
 - a. The Agreement Term is extended in writing and signed by both Parties; or
 - b. The Agreement is terminated earlier by either Party giving written notice of termination to the order.
8. On termination of this Agreement or on demand by the Disclosing Party, the Receiving Party will immediately stop using all Confidential Information, return all Confidential Information to the Disclosing Party and provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.

Remedies

9. Both Parties acknowledge that damages alone would not constitute an adequate remedy for any breach by the Receiving Party of this Agreement.
10. Each Party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by the other Party actual or threatened.

Limitation of liability

11. Each Party warrants the other that it has been the legal right and authority to enter into and perform its obligation under this Agreement.
12. Subject to the above, neither Party, nor Any of their respective employees, officers, agents, subsidiaries or any other associated third parties accepts any responsibility of liability for, or makes any representation of warranty, express or implied, that the Confidential Information disclosed by either Party is accurate or complete.

Circumstances beyond the control of the parties

13. A Party to this Agreement will not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. In these circumstances, the affected party must notify the other Party or Parties as soon as reasonably practicable. The notified Party or Parties may suspend or terminate the Agreement on notice, taking effect immediately upon delivery of the notice.

Entire Agreement

14. This Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

General

15. No Party may assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party or Parties, such consent not to be unreasonably withheld.
16. No variation to this Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of the Parties.
17. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no third Party will have any right to enforce or rely on any provision of this Agreement.
18. Unless otherwise agreed, no delay, act or omission by a Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
19. Provisions which by their intent or terms are meant to survive the termination of this Agreement will do so.
20. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of this Agreement will not be affected.
21. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party. Notices:
 - a. Sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
 - b. Delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
 - c. Sent by email will be deemed to have been received on the next Working Day after sending.
22. This clause does not apply to the service of any proceedings or other documents in any legal action.

Governing law and jurisdiction

23. This Agreement will be governed by and interpreted according to English Law. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English courts.

The parties have signed this Agreement on the date(s) below:

Name:

for and on behalf of _____

Signed:

Dated:

Name:

For and on behalf of Clearly Software

Signed:

Dated: