

[Print on Company Letterhead Address]

<<Name of Company>>
<<Company Address>>
<<Company Address>>
<<Postcode>>

<<Date>>

Attention of <<Name of Contact>>

To the Directors,

Re <<insert subject>> discussions>>

In the discussions which are to take place between <<insert Company or Business name>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> and <<insert name of other party>> registered in <<Country of Registration>> whose registered office is at] OR [of] <<insert Address>> in any visits which may be made by <<insert name of other party>> with those discussions to the premises of <<insert name of other party>> that other party, confidential technical information will be disclosed to the representatives of each party.

correspondence which will be exchanged between <<insert Company or Business name>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> and <<insert name of other party>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>>] concerning the above subject, and <<insert name of other party>> or one of those parties in connection with those discussions or of any third party associated with those discussions, confidential technical information will be disclosed to the representatives of each party.

It is hereby AGREED

1. Interpretation

In this document, unless the context otherwise requires:

- 1.1 The party which makes the disclosure shall be called "the Disclosing Party" and the party to which such disclosure is made shall be called "the Recipient Party".
- 1.2 Each reference to the "Group" shall include a reference to the Disclosing Party and any company which at the time of the disclosure is a subsidiary of the Disclosing Party (within the meaning of the Companies Act 2006) or the subsidiary of any such company.

the Disclosing Party shall be deemed to include any company which at the time of the disclosure is a subsidiary of its group: and for the purposes of this document, "subsidiary" shall have the meaning given by section 1173 of the Companies Act 2006 or the Companies Act 1985 (as amended) and "member" has a corresponding meaning.

2. Recipient Party's Undertaking

The Recipient Party hereby undertakes that it will not disclose to any third party, confidential technical information which is disclosed to it by <<insert name of other party>>

2.1 Except as provided in paragraph 2.1 above, the Disclosing Party, its representatives, employees, directors, officers, agents, consultants, advisors, subcontractors, or any other person acting on behalf of the Disclosing Party, shall not, without the prior written consent of the Disclosing Party, use, disclose, or otherwise make available to any third party, any of the information, data, or documents disclosed to it by the Disclosing Party;

2.2 No samples of the Data which are given to the Recipient Party or its representatives of the Disclosing Party in the course of any such discussions, or any correspondence or other communication, shall be used for any purpose other than for their testing and evaluation by the Recipient Party or any third party or used otherwise without the prior written consent of the Disclosing Party;

2.3 Any information obtained by the Recipient Party from the testing and evaluation of such samples by the Disclosing Party or its representatives which is subject to the provisions of paragraph 2.1 above shall remain confidential;

2.4 The Recipient Party, its representatives (including its directors, employees, officers, agents, consultants, advisors, subcontractors, or any other person acting on behalf of the Recipient Party), will not, without the prior written consent of the Disclosing Party, use, disclose, or otherwise make available to any third party, any of the information, data, or documents disclosed to it by the Disclosing Party, or any information obtained by it from the testing and evaluation of such samples, in violation of the provisions of paragraphs 2.1, 2.2 or 2.3 above.

3. Exceptions to Restriction

3.1 The undertaking in paragraph 2.1 shall not apply to the extent that the Recipient Party discloses or otherwise makes available to any third party, or uses, discloses, or otherwise makes available to any third party, any of the information, data, or documents disclosed to it in the discussions, or any correspondence or other communication, or any information obtained by it [from the testing and evaluation of such samples]

3.1.1 if it is known to the Recipient Party or its representatives at the time of being so disclosed or otherwise made available to any third party, or used, disclosed, or otherwise made available to any third party;

3.1.2 if it is at the time of being so disclosed or otherwise made available to any third party, or used, disclosed, or otherwise made available to any third party, or at any time thereafter and the Recipient Party or its representatives have no knowledge; or

3.1.3 if it is, at any time, disclosed or otherwise made available to the Recipient Party or its representatives by a third party in breach of any obligation of confidentiality owed by that third party to the Disclosing Party.

3.2 Nothing in this undertaking shall prevent the Recipient Party or any other member of its group or any other person acting on behalf of the Recipient Party or any other member of its group from disclosing or otherwise making available to any other member of its group any information, data, or documents disclosed to it by the Disclosing Party or any information obtained by it either in the discussions or any correspondence or other communication, or any information obtained by it or by virtue of [the testing and evaluation of] samples.

4. Law and Jurisdiction

4.1 The terms of this letter shall, for all purposes, be governed by, and construed in accordance with, the law of England and Wales.

4.2 Any dispute, controversy or claim between the Parties relating to this letter or its terms and conditions arising therefrom or in connection therewith shall fall within the jurisdiction of the courts of England and Wales.

claim between the Parties relating to contractual matters and obligations shall fall within the jurisdiction of the

Please confirm your [Company's] acceptance of this letter by signing the attached copy and returning it to us.

of this letter by signing the

Yours faithfully,

[For and on behalf of <<Company Name>>]

<<Name>>]

We confirm our acceptance of the terms and conditions set out in this letter and the undertaking contained therein.

and the undertaking contained

[For and on behalf of <<Company Name>>]

<<Name>>]