

DATED _____

(1) << >>

(2) << >>

NON-DISCLOSURE AGREEMENT AMENDMENT AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) [**<<Name of Disclosing Party>>**] **OR** [**<<Name of First Party>>**] [a company registered in **<<Country of Registration>>** under number **<<Company Registration Number>>** whose registered office is at] **OR** [of] **<<insert Address>>** [(**"the Disclosing Party"**)] **OR** [(**"the First Party"**)] and
- (2) [**<<Name of Receiving Party>>**] **OR** [**<<Name of Second Party>>**] [a company registered in **<<Country of Registration>>** under number **<<Company Registration Number>>** whose registered office is at] **OR** [of] **<<insert Address>>** [(**"the Receiving Party"**)] **OR** [(**"the Second Party"**)]

WHEREAS:

- (1) The Parties have previously entered into a Non-Disclosure Agreement dated **<<insert date>>** (the **"Main Agreement"**).
- (2) The Main Agreement defined certain confidential information that was to be disclosed by [the Disclosing Party] **OR** [[the First Party] **OR** [the Second Party] in its capacity as a Disclosing Party] to [the Receiving Party] **OR** [[the First Party] **OR** [the Second Party] in its capacity as a Receiving Party] (the **"Confidential Information"**), placing [the Receiving Party] **OR** [[the First Party] **OR** [the Second Party] in its capacity as a Receiving Party] under an obligation to keep that information confidential.
- (3) [The Disclosing Party] **OR** [[The First Party] **OR** [The Second Party] in its capacity as a Disclosing Party] now wishes to provide that certain of the Confidential Information as defined in the Main Agreement is no longer confidential and the Parties hereby agree that the Main Agreement shall be amended as per the provisions of this Agreement.

IT IS AGREED as follows:

1. Status of This Agreement

- 1.1 This Agreement is supplemental to the Main Agreement and exists solely to amend the Main Agreement as provided herein.
- 1.2 The Main Agreement shall remain in full force and effect save for the amendments detailed herein. All terms defined in the Main Agreement shall carry the same meaning in this Agreement unless expressly stated otherwise.

2. Amendments to the Main Agreement

- 2.1 Clause 1 (Definitions and Interpretation) of the Main Agreement shall be amended to incorporate the following new definitions:

“Non-Confidential Information”

“Release Date”

2.2 Clause 2 (Disclosure) shall be amended to incorporate the following replacement:

“2.2 [The Disclosing Party shall, subject to the provisions of clauses 7 and 8, at all times maintain as confidential and shall not exploit [or reproduce] any part of the Non-Confidential Information directly or indirectly for any purpose other than the Stated Purposes without the prior written consent of the Disclosing Party. Such consent shall include, but are not limited to:”

2.3 A new Clause 3, entitled “Non-Confidential Information”, shall be added to the Main Agreement as follows:

“3.1 [The Disclosing Party] OR [The Second Disclosing Party] hereby declares that the Non-Confidential Information set out in Schedule [3] OR [4] of this Agreement shall be treated as confidential [, having effect from] OR [as of 00:01 on] the Release Date.”

3.2 [The Disclosing Party] OR [The Second Disclosing Party] shall be released from the obligation of confidentiality imposed by this Agreement (previous to the Release Date) as of the Release Date.

3.3 In the event that the Non-Confidential Information incorporates any part of the Data Protection Act 1998 (“the Act”) then the provisions of the Act (as referenced in sub-clause 3.1) shall continue to apply to that information in full effect.

3.4 The provisions relating to proprietary rights shall no longer apply to the Non-Confidential Information. The Non-Confidential Information shall remain the property of [the Disclosing Party] OR [the First Disclosing Party] in its capacity as a Disclosing Party (as appropriate).] OR [The Non-Confidential Information shall be entered into the public domain, as

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3.4 The shall with Conf

3.5 The any Agre [the to the Rele

ality imposed by this Agreement changed and in full force and effect ation that remains designated

ment shall also apply unchanged to y and all obligations under this g Party] OR [[the First Party] OR acity as a Receiving Party] relating mation taking place before the

2.4 A new Schedule [3 be added to the Ma be released from th

on-Confidential Information", shall details of the information that shall iality.

2.5 The existing Clause by one following the 19 (and all cross-re

shall have their numbers increased s set above, becoming Clauses 4- amended accordingly).

3. Law and Jurisdiction

3.1 This Agreement (inc therefrom or assoc accordance with, th

ual matters and obligations arising e governed by, and construed in ales.

3.2 Any dispute, contro this Agreement (inc therefrom or associ of England and Wal

aim between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

Executed as a deed by [<<Name of director>>] R [the First Party] acting by

<<Name of director>>, a director, of

<<Name of witness>>

<<Address of witness>>

<<Occupation of witness>>

Executed as a deed by [<<Name of director>>] R [the Second Party] acting by

<<Name of director>>, a director, of

<<Name of witness>>

<<Address of witness>>

<<Occupation of witness>>

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