**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made the Date 2022 between:

*Your Company name* whose registered office is situated at Your address (the "Company") and Company Client whose registered office is situated *[Insert company address] ("**company client*").

In respect of each piece of Confidential Information disclosed by one party to the other the disclosing party shall be referred to herein as ("the Disclosing Party") and the recipient shall be referred to as the (“Recipient")

WHEREAS

The Company and *company client* intend to form an ongoing business partnership with the specific aim of procuring Microsoft software Licences. ("the Purpose").

In relation to the Purpose it will be necessary for the parties to disclose, receive and/or share, both orally and in writing, information which is of a confidential nature including without limitation commercial, contractual and financial information ("Confidential Information"). The Recipient shall also treat as confidential, subject to the provisions of this Agreement, any information which includes or otherwise incorporates part or all of the Confidential Information of the Disclosing Party.

In relation to the disclosure of Confidential Information **THE PARTIES HEREBY AGREE as follows:**

1. The Recipient will keep the Confidential Information confidential, will only use it for the Purpose and will not sell, publish or otherwise disclose the Confidential Information to anyone in any manner whatsoever without the Disclosing Party's prior written consent, except as provided in paragraphs 2 and 3 below.
2. The Recipient may disclose the Confidential Information without the Disclosing   
   Party's prior written consent only to the extent that such information:
3. is already known or available to the Recipient or becomes known or available to the Recipient from a source other than the Disclosing Party and through no breach of this Agreement by the Recipient;
4. is already in the public domain at the time of disclosure or becomes available to the public after the time of the disclosure through no breach of this Agreement by the Recipient;
5. is subsequently received by the Recipient from the Disclosing Party for a purpose other than the Purpose, or which is received by the Recipient from others whom the Recipient reasonably believes did not themselves obtain it under an obligation of confidentiality; or
6. is required to be disclosed under applicable law or by any court or arbitrator of competent jurisdiction or any other regulatory or government authority or obligations of professional conduct provided that the Recipient, if legally permitted, shall give written notice of any such disclosure to the Disclosing Party as soon as reasonably practicable.
7. The Recipient may also disclose the Confidential Information without the Disclosing Party's prior written consent to any employees, officers, partners, members, professional advisers or agents or subcontractors of the Recipient and of the Disclosing Party (together the "Permitted Recipients") to the extent that, in the Disclosing Party sole discretion, the Permitted Recipients need to know the Confidential Information in order to assist in the pursuit of teaming and collaboration opportunities related to the procurement of software licences and so long as the Recipient procures that the Permitted Recipients will comply with the terms of this Agreement.
8. All tangible copies of the Confidential Information provided by the Disclosing Party to the Recipient shall be delivered up to the Disclosing Party as soon as reasonably practicable upon the Disclosing Party's request, provided that the Recipient shall be entitled to retain one copy of such portion of such Confidential Information required to be retained so that the Recipient is in compliance with its statutory, regulatory or professional conduct obligations or for record keeping purposes, subject to a continuing obligation to hold and only use such Confidential Information in accordance with paragraph 1 above.

Notwithstanding the foregoing, if the Confidential Information forms an integral part of, or is otherwise incorporated in or has been used to prepare or support, any material produced by the Disclosing Party, the Disclosing Party may retain such Confidential Information subject to ongoing confidentiality arrangements.

1. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Recipient.
2. The obligations set forth in this Agreement shall terminate thirty six months after the date of this Agreement, or upon such earlier date as may be agreed in writing by the parties to this Agreement.
3. The Recipient undertakes to ensure that all persons and bodies mentioned in paragraph 3 are made aware, prior to the disclosure of the Confidential Information, of the confidential nature thereof, and that they owe a duty of confidence to the Recipient in accordance with the terms of the Agreement; and to use its best endeavours to ensure that such persons and bodies comply with such obligation.
4. The Recipient undertakes to notify the Disclosing Party promptly of any unauthorised use, copying or disclosure of the Confidential Information of which the Recipient becomes aware, and to provide all reasonable assistance to the Disclosing Party to terminate such unauthorised acts.
5. No amendments, changes or modifications to this Agreement shall be valid unless they are in writing and signed by a duly authorised representative of each of the Parties hereto.

Without prejudice to any other rights or remedies which the Disclosing Party may have, the Recipient acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

1. Disclosure of Confidential Information shall not confer any rights under any patents or patent applications or any other rights of intellectual property presently held or subsequently obtained in respect of such Confidential Information by the Disclosing Party.
2. This Agreement comprises the full and complete agreement of the parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the parties hereto relating to the Confidential Information, whether written **or** oral, express or implied.
3. No failure or delay on the part of a Disclosing Party in exercising any right, power or privilege conferred by this Agreement shall operate as a waiver of that right, power or privilege, or of this Agreement as a whole, No single or partial exercise of any right, power or privilege shall preclude any further exercise of that right, power or privilege.
4. If any obligation arising out of this Agreement shall be held unenforceable or illegal in whole or in part for whatever reason, the enforceability of the rest of the obligations under this Agreement shall be unaffected.
5. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party hereto may enter into this Agreement by executing a counterpart.
6. This Agreement shall be governed by and interpreted in accordance with *your country* Law and the parties hereto submit irrevocably to the exclusive jurisdiction of the High Court of Justice in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
7. Neither party may use the name, logos or trademarks of the other without the other's prior written consent.

IN WITNESS WHEREOF, the duly authorised representatives of the parties hereto have caused this Agreement to be executed on the date first above written.

SIGNED for and on behalf of *Your Company name*

By: *Your Name*

Title: *Your Title*

Signature: …………………………………………………

SIGNED for and on behalf of *Client*.

By: *Name*

Title: Director

Signature: …………………………………………………