**Pre-Contract Confidentiality Agreement Form**

|  |
| --- |
| **Agreement Details** |

|  |
| --- |
| Date: |

***Parties***

A1 Group, whose registered office is A1 Group of Companies, Silver Birches, Highland Avenue, Wokingham, Berkshire RG41 4SP and

|  |
| --- |
| Company name: |

***Whereas***

A1 Group and <Insert Company Name Here> are discussing a potential transaction which may involve disclosure by the parties of their Confidential Information to each other.

***Term Agreed***

|  |
| --- |
| **1. Definitions** |

1.1 In this Agreement, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| Expression | Description |
| Associated Company | Shall mean in relation to any company a company which is the holding company of that company or a subsidiary of that company or of its holding company (and for these purposes "subsidiary" and "holding company" shall have the meanings given to them by section 736 Companies Act 1985). |
| Confidential Information | Shall mean such information or data as A1 Group or <Insert Company Name Here> may from time to time provide or may have already provided to the other (whether in writing, orally, electronically or by any other means whatsoever) and shall include but not be limited to any information and data relating to A1 Group or <Insert Company Name Here> (or any of their Associated Companies’) finances, structure, business, assets, software, liabilities, operations, budgets, strategies, market opportunities or customers. |
| Owner and Recipient | Shall mean A1 Group or <Insert Company Name Here> as the context shall require. |
| Transaction | Shall mean the potential transaction or series of transactions described above. |

1.2 Any word indicating a gender includes all genders. Where the context so admits the singular shall include the plural and vice versa.

1.3 The headings of the clauses are included for convenience only and do not constitute terms of this Agreement or affect its interpretation.

|  |
| --- |
| **2. Provision of Confidential Information** |

2.1 The Owner may from time to time and in its absolute discretion provide Confidential Information to the Recipient.

2.2 The Recipient acknowledges that the supply of the Confidential Information to it will not constitute an offer by the Owner nor the basis of any contract, nor a representation which may be relied upon by the Recipient and that the Owner makes no representation with respect to the accuracy or completeness of the Confidential Information except to the extent agreed by the Owner in writing.

2.3 The Owner reserves all rights in its Confidential Information and no rights or obligations other than those expressly recited in this Agreement are granted or to be implied from this Agreement.

|  |
| --- |
| **3. Handling of Confidential Information** |

3.1 In consideration of the disclosure of the Confidential Information, the Recipient undertakes in relation to the Owner’s Confidential Information.

3.1.1 to maintain the same in confidence and to use it only in connection with the Transaction and for no other purpose and in particular, but without prejudice to the generality of the foregoing, not to make any commercial use thereof or use the same for the benefit of itself or any third party other than pursuant to a further written agreement with the Owner;

3.1.2 not to copy reproduce or reduce to writing or electronic form any part thereof except as may be reasonably necessary in connection with the Transaction and that any copies reproductions or reductions to writing or electronic form so made shall be the property of the Owner;

3.1.3 only to disclose the same to its employees and/or employees of its Associated Companies who need to know the same in connection with the Transaction and as such disclosure is confidential (i) such employees are obliged by their contracts with the Recipient not to disclose the same, and (ii) the Recipient shall enforce such obligations at its expense and at the request of the Owner in so far as breach of such obligations relates to the Owner’s Confidential Information;

3.1.4 save as expressly permitted above not to use, disclose, copy in whole or in part or modify or adapt the Confidential Information in any way.

|  |
| --- |
| **4. Return of Confidential Information** |

Upon request of the Owner at any time the Owner may require the Recipient to cease all use of the Confidential Information and in such event the Recipient will return to the Owner (or destroy as the Owner may direct) such of the original versions of the Confidential Information and copies thereof that are in its possession, power or custody, all documents and materials (and all copies thereof) containing the Owner’s Confidential Information and certify in writing to the Owner that it has complied with the requirements of this clause.

|  |
| --- |
| **5. Information available from other sources** |

5.1 The Recipient's obligations under clause 3 above do not apply to and the term “Confidential Information” shall be deemed to exclude, any information which the Recipient can prove:

5.1.1 is in or has entered the public domain otherwise than as a result of publication or disclosure by the Recipient; and/or

5.1.2 is or has been obtained by the Recipient other than pursuant to this Agreement free of restriction from a source permitted to disclose the same

|  |
| --- |
| **6. Disclosure required by Law** |

The Recipient may make any disclosure required by law, regulation or order of a court of competent jurisdiction to disclose any of the Confidential Information and it will immediately notify the Owner in writing of such request or order for disclosure prior to making any such disclosure.

|  |
| --- |
| **7. Confidentiality** |

Each party agrees to keep the existence and nature of this Agreement confidential and not to use the same or the name of the other party (or of any other Associated Company of A1 Group) or <Insert Company Name Here> in any publicity, advertisement or other disclosure with regard to this Agreement or the Transaction without the prior written consent of the other party.

|  |
| --- |
| **8. Notices** |

All notices under this Agreement shall be in writing and shall be sent by facsimile or first class registered or recorded delivery post to the party being served marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

|  |
| --- |
| **9. Non-Assignment** |

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

|  |
| --- |
| **10. General** |

10.1 Without prejudice to any other rights or remedies that the Owner may have, the Recipient acknowledges and agrees that if the Confidential Information is used or disclosed other than in accordance with the terms of this Agreement, the Owner shall, without proof of special damage, be entitled to an injunction or other equitable relief for any threatened or actual breach of the provisions of this clause, in addition to any damages or other remedy to which it may be entitled.

10.2 The failure of either party to enforce or to exercise at any time or for any period of time, any term of or any right arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect that party’s right later to enforce or exercise it.

10.3 This Agreement constitutes the entire Agreement and understanding between the parties in respect of the Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect.

10.4 This Agreement cannot be changed except by written agreement between the parties.

10.5 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall in no way affect the remaining terms or rights.

10.6 The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

|  |
| --- |
| **Confirmation** |

This Agreement has been signed on behalf of each party by its authorised representatives on the date first written above:

Signed for and on behalf of A1 Group

|  |
| --- |
| Name: |

|  |  |  |
| --- | --- | --- |
| Signature: |  | Date: |

Signed for and on behalf of <Insert Company Name Here>

|  |
| --- |
| Name: |

|  |  |  |
| --- | --- | --- |
| Signature: |  | Date: |