**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT DATED THIS XXX DAY OF XXX BETWEEN:

1. **NOW & THEN LTD** (hereinafter referred to as “Now & Then Ltd”) (Company No. 12483773) whose registered address is Chi Lowarth, Trethannas Gardens, Praze-An-Beeble, Camborne, Cornwall TR14 0LL, and
2. xxxxxxxxxxx (Company No. xxxxxxx) whose registered office is at xxxxxxxxx (hereinafter referred to as “xxxxxxxxxxxx”) or individuals details

AND (Each of Now & Then Ltd, and xxxxxxxxx being referred to hereafter as a “Party”, and collectively as “Parties”).

**WHEREAS**

1. Now & Then Ltd and xxxxxxxxxxxxxx intend to disclose to each other proprietary and confidential information relating to the Purpose (as defined below).
2. The Parties wish to protect such proprietary and confidential information in accordance with the provisions set out below.
3. The Parties own or control Confidential Information relating to their individual businesses, products, services, investments & business strategy, industry knowledge and intellectual property rights therein
4. The Parties wish to disclose Confidential Information to each other and to regulate how Confidential Information is to be treated in accordance with this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1.

* 1. For the purposes of this Agreement the term "Confidential Information" shall mean any information originally disclosed by one Party (“the Disclosing Party”) to the other (“the Receiving Party”) under this Agreement, whether in writing, orally, visually, in the form of samples, models or otherwise, provided that such information, if written, is clearly and conspicuously marked as being proprietary or confidential and that if oral, visual or in other non-written form is designated as Confidential Information at the time of disclosure; or in the event that such disclosed information is not so marked or confirmed, is information that the Receiving Party knew or ought to have known is proprietary or confidential.
	2. "Disclosing Party" means the party disclosing Confidential Information to the other.
	3. "Purpose" means the use of Confidential Information wholly, necessarily, and exclusively for the purpose of evaluating, awarding and monitoring the development of the applications and services operated by Now & Then Ltd.
	4. "Recipient" means the party receiving Confidential Information from the other.
	5. The Receiving Party shall:
		1. keep Confidential Information confidential;
		2. hold the Disclosing Party's Confidential Information confidential to itself and restrict access thereto to such of its employees who need to know it for the Purposes;
		3. not use Confidential Information other than for the Purpose;
		4. permit access to Confidential Information only to such of its directors, employees and professional advisers, collectively “Permitted Parties”, who need such access for the Purpose, and inform each of them of the confidential nature of the Confidential Information and of the Recipient's obligations under this Agreement. The Receiving Party shall be fully liable for any breach of this Agreement made by a Permitted Party;
		5. not copy Confidential Information except as necessary for the Purpose; and
		6. not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
	6. The obligations and restrictions provided in Clause 1 (e) hereof shall not apply to information which the Receiving Party can show:
		1. to have been in the unrestricted possession of the Receiving Party at the time of disclosure hereunder, or
		2. to have been or become available to the public otherwise than by breach of this Agreement, or
		3. to have first been lawfully obtained from a third party, not a Party hereto, without notice of such restrictions as to use and disclosure, or
		4. to have been developed by the Receiving Party, independently of any Confidential Information, or
		5. must be disclosed by law.

g) The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party as soon as possible following any relevant demand or request for disclosure and consults the Disclosing Party as to the extent of the disclosure. Any such disclosure of Confidential Information shall be to the minimum extent necessary.

2. The obligation to keep Confidential Information confidential to itself will be satisfied if the Receiving Party utilises in respect thereof the same controls as it employs to avoid disclosure, publication and dissemination of its own Confidential Information of a similar nature, provided not less than a reasonable standard of care is used.

3. The Parties understand and agree that the Receiving Party does not acquire by implication or otherwise any right in or title to or licence in respect of Confidential Information by virtue of any disclosure made pursuant to this Agreement other than for the purposes set out in the Recitals.

4. This Agreement shall subsist for three years from the date hereof and shall then automatically terminate unless renewed by mutual consent in writing. Each Party’s obligations under this Agreement shall however be continuing and shall survive the termination of this Agreement.

5. On termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall retain no Confidential Information and shall either return to the Disclosing Party or securely destroy all Confidential Information which is in a tangible form and is in the possession of the Receiving Party pursuant to this Agreement, together with all copies thereof.

6. No Party shall assign or transfer its rights and/or obligations pursuant to this Agreement without the prior written consent of the other Party.

7. Subject to Clause 5 above this Agreement shall apply in lieu of and notwithstanding the terms or conditions in any specific legend or restrictive statement associated with any information exchanged hereunder and the duties of the Parties shall be determined exclusively by the terms and conditions of this Agreement.

8. This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the separate prior written agreement thereof. No Party hereto has an obligation to supply information hereunder.

9. Each Party shall perform its respective obligations hereunder without charge to the other Party.

10. The Disclosing Party shall not be liable for the cost of any evaluation or preliminary development work carried out by the Recipient

11. This Agreement contains the complete and entire understanding between the parties on the subject matter hereof and supersedes all discussions, proposals, understandings or agreements, oral or written, relating to the subject matter hereof.

12. No exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in any Party under or pursuant hereto shall constitute a waiver by that Party of that or any other right, power or remedy.

13. This Agreement and/or the disclosure of Confidential Information shall not constitute or imply any commitment, representation or promise by either of the Parties to sell, supply purchase or procure any product or service or to grant any intellectual property right.

14. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15. This Agreement shall be governed by and the rights and obligations of the Parties shall be construed in all respects in accordance with the Laws of England, and the Parties hereby irrevocably agree to submit to the jurisdiction of the English courts.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their respective duly authorised representatives.

Signed for and on behalf of

Signature………………………………

Name:

Position:

Date:

Signed for and on behalf of **Now & Then Ltd**

 

Signature: ……………………………

Name: Michael (Mike) Robinson

Position: CEO/Founder

Date: .....................................................