



Confidentiality Agreement

1. Parties

This Confidentiality Agreement (**Agreement**) is made on **[INSERT DATE]** between:

(1) Wizard Pi Ltd, incorporated and registered in England and Wales with company number **[INSERT]**, whose registered office is at Studio 5, Offerton Barns Business Centre, Offerton Lane, Hindlip, Worcester, WR3 8SX; and

(2) **[INSERT OTHER PARTY NAME]**, incorporated and registered in England and Wales with company number **[INSERT]**, whose registered office is at **[INSERT ADDRESS]**.

Each a **Party**, together the **Parties**.

2. Background

2.1 The Parties wish to exchange Confidential Information solely for the purpose of **[INSERT PURPOSE]** (the **Purpose**).

2.2 To ensure the protection of Confidential Information, and in consideration of the agreement to exchange such information, the Parties enter into this Agreement.

3. Confidentiality Obligations

3.1 In consideration for the disclosure of Confidential Information, the Recipient agrees **[SELECT ONE OPTION BELOW AND DELETE THE OTHER]**:

[for the duration of the Term],

or

[at all times, whether before or after termination of this Agreement]

to:

- a) Not disclose Confidential Information to any third party;
- b) Treat Confidential Information as strictly confidential and apply at least the same degree of care as it applies to its own confidential information;
- c) Use Confidential Information solely for the Purpose;
- d) Protect Confidential Information from unauthorised disclosure and notify the Discloser immediately of any breach;
- e) Maintain adequate security measures to safeguard Confidential Information;
- f) Disclose Confidential Information only to Personnel on a strict need-to-know basis;
- g) Ensure Personnel are bound by confidentiality obligations no less onerous than this Agreement.

3.2 The obligations in clause 3.1 do not apply to information that:

- a) Is approved in writing by the Discloser for release;
- b) Was already lawfully known to the Recipient without restriction;
- c) Is lawfully received from a third party entitled to disclose it;
- d) Is in the public domain other than through breach of this Agreement;
- e) Is required to be disclosed by law or court order (subject to notice where lawful).

3.3 Where the Recipient reasonably believes disclosure is required under the Bribery Act 2010, disclosure may be made to the Serious Fraud Office.

4. Ownership & Intellectual Property

4.1 All Intellectual Property Rights in the Discloser's Materials remain the property of the Discloser.

4.2 No licence or right is granted except as expressly stated in this Agreement.

5. Warranty

5.1 The Discloser warrants, to the best of its knowledge, that disclosure and permitted use of Confidential Information does not infringe third-party Intellectual Property Rights.

6. No Commitment

6.1 Nothing in this Agreement obliges either Party to proceed with any transaction or further agreement.

7. Remedies

7.1 The Recipient acknowledges that damages may be an inadequate remedy and that the Discloser may seek injunctive or equitable relief.

8. Term

[SELECT ONE OPTION AND DELETE THE OTHER]

Option A:

This Agreement commences on execution and terminates on the earlier of:

- a) **[INSERT NUMBER]** years from the date of this Agreement; or
- b) Execution of a definitive agreement relating to the Purpose.

Option B:

This Agreement commences on execution and continues unless terminated by written agreement.

Confidentiality obligations survive termination for **[INSERT NUMBER]** years.

9. Return of Confidential Information

9.1 Upon termination or request, the Recipient must return or destroy all Confidential Information.

9.2 One copy may be retained where legally required.

10. Data Protection

10.1 Where Confidential Information includes Personal Data, each Party shall comply with applicable Data Protection Legislation.

10.2 Shared Personal Data categories:

- **[INSERT DATA TYPE]**
- **[INSERT DATA TYPE]**

11. General

11.1 Amendment: Only by written agreement.

11.2 Assignment: No assignment without consent.

11.3 Disputes: Good-faith negotiation, then mediation.

11.4 Entire Agreement: Supersedes all prior discussions.

11.5 Governing Law: England and Wales.

11.6 Third Party Rights: No rights under the Contracts (Rights of Third Parties) Act 1999.

12. Definitions

For the purposes of this Agreement, capitalised terms have the meanings set out in this section, including Confidential Information, Purpose, Recipient, Discloser, Personnel, and Data Protection Legislation.

13. Execution

This Agreement has been entered into on the date stated above.

For and on behalf of Wizard Pi Ltd

Signed: _____

Name: Joshua Harvey
Position: Managing Director
Date: 01/05/2025

Witness Signature: _____

Name: **[INSERT]**
Address: **[INSERT]**
Occupation: **[INSERT]**

For and on behalf of **[INSERT OTHER PARTY NAME]**

Signed: _____

Name: **[INSERT DIRECTOR NAME]**
Title: Director
Date: **[INSERT]**

Witness Signature: _____

Name: **[INSERT]**
Address: **[INSERT]**
Occupation: **[INSERT]**

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