G.J. WISDOM & CO
Auctioneers & Valuers

Unit 1 & 2 Faraday Way
Orpington, Kent
BR5 3QW

Non-Disclosure Agreement

BETWEEN PARTIES; -

DETAILS OF BUSINESS OR INDIVIDUAL RECEIVING INFORMATION

Name –

Company –

Address –

Contact –

Company Registration Number –

Registered Office/Trading Address –

AND

G J Wisdom & Company Ltd, a company registered in **[England]** under company number **5312848** whose registered office is at: **Onega House, 112 Main Road, Sidcup, Kent, DA14 6NE**

(the Discloser)

1. The Discloser intends to disclose confidential information to the Recipient for the purpose of: - Considering making an offer to purchase the Business & Assets (including any Intellectual Property) of:
   Cutbox Ltd

2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose specified, without first obtaining the written agreement of the Discloser.

3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party **[except to its employees and professional advisers]** who need to know the same for the purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.

4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

   a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement) or
   b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.

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5. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

6. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.

7. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

8. The undertakings in clauses 2 and 3 will continue in force for**: - One year from the date of this Agreement**

9. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Recipient: Individual or Company (delete as appropriate)

Executed, Signed and Delivered as a Deed by:

Signature _____ Position (if a Company) _____

Date _____

Signature of Witness

_____

Name and Address of Witness

_____

_____

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