

Non-Disclosure Agreement

THIS AGREEMENT is made on the ____ / ____ /20____

BETWEEN

(1) **Company Name & Address:** _____

(2) **Butterworth Laboratories Limited** of 54-56 Waldegrave Road, Teddington, TW11 8NY

WHEREAS

- (A) Confidential information shall mean information relating to the business products technical and analytical processing affairs and finances of either party for the time being confidential to it and trade secrets (including without limitation technical data, documentation and know-how) relating to the business of either party or of any of its suppliers clients or customers including in particular (by way of example only and without limitation) technical and analytical processes financial or marketing forecasts, details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, trade secrets, inventions, secret processes, designs formulae and product lines any information which either party is aware is or should reasonably be aware is or has been told is confidential and any information that has been given in confidence by customers, suppliers or other persons;
- (B) **(Company Name)** _____ possesses Confidential Information;
- (C) Butterworth Laboratories Limited possesses Confidential Information;
- (D) Each party is only willing to consider disclosing Confidential Information to the other on the condition that the Recipient does not disclose the same to any Third party nor make use thereof in any manner.

In consideration of either party ("Discloser") disclosing any Confidential Information of which it is the possessor to the other party ("the Recipient"), **IT IS AGREED** as follows:

1. Save with the express written consent of the Discloser, The Recipient undertakes to treat any and all of such Confidential Information as strictly confidential and shall not at any time divulge the same to any person whatsoever (including any Company, business entity or other organization) or otherwise make use of, and shall use its best endeavours to prevent the publication or disclosure of, any Confidential Information.

2. In the event of the Recipient visiting any of the establishments of the Discloser, the Recipient undertakes that any information not pertinent to this agreement which may come to the Recipient's knowledge, as a result of any such visit, shall be kept strictly confidential and that any such information will not be divulged to any third party and will not be made use of in any way by the Recipient under any circumstances.
3. The Recipient may not make any unauthorized copies of Confidential Information or remove from its premises any printed, written, recorded or graphic material (or any reproduction thereof) constituting, containing or reflecting Confidential Information without the prior written consent of the Discloser Party. For the avoidance of doubt, if disclosure of Confidential Information takes place in a virtual or online meeting format, the Recipient is prohibited from taking screenshots or photographs of information being presented. If the Recipient becomes aware of any suspected or actual unauthorized use, copying or disclosure of Confidential Information, it shall immediately notify the Disclosing Party and provide assistance requested by the Discloser in relation to any proceedings the Discloser may take against any person for unauthorized use, copying or disclosure of Confidential Information.
4. In the event that the Recipient is required to disclose Confidential Information pursuant to applicable law or regulation, or by a court or governmental authority having jurisdiction over the Receiving Party, the Recipient must give prompt notice to the Discloser (where legally permissible) and cooperate with the efforts of the Discloser to seek protective relief or other remedies.
5. In the event that the Recipient wishes to share Confidential Information with professional advisers, written permission must be obtained from the Discloser. Such permission will not be unreasonably withheld.
6. The undertakings in Clauses 1 and 2 shall not apply to:
 - (a) Information which at the time of disclosure is published or otherwise generally available to the public.
 - (b) Information which after disclosure by the Discloser is published or becomes generally available to the public, otherwise than through any act or omission on the part of the Recipient.
 - (c) Information which the Recipient can show by reasonable written record was rightfully in its possession at the time of disclosure and which was not acquired directly or indirectly from the Discloser.
 - (d) Information rightfully acquired from a third party who did not obtain it under pledge of secrecy to the Discloser or another.
 - (e) Information generated independently by an employee(s) of the Recipient who has not been exposed to the Information of the Discloser.
 - (f) Information for which prior agreement has been made between both parties.
 - (g) Information required to be disclosed by law or regulation or governmental authority having jurisdiction over the Recipient, and expressed to be subject to the terms of clause 4.
7. Upon the expiration or termination of this Agreement, or at the Discloser's request at any time during the term of this Agreement, the Receiver shall promptly return to the Discloser all copies, whether in written, electronic or other form or media, of the Discloser's Confidential Information, or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. In addition, the Receiver shall also destroy all copies of any notes created by the Receiver or its Personnel and certify in writing to the Discloser that such copies have been destroyed, except that one (1) copy may be retained for archival purposes.
8. In respect of Butterworth Laboratories Limited any consent to the disclosure of Confidential Information can only be given by an Executive Director of Butterworth Laboratories Limited.
9. This Agreement shall be deemed to be an agreement made in England and subject to the laws of England and Wales.

Duly signed for and on behalf of:

Company Name: _____

Signature:

Signatory's Name _____

Signatory's Job Title _____

Date: ____/____/20____

Duly signed for and on behalf of:

Butterworth Laboratories Limited

Signature:

John A S Welch

Associate Director, Business Operations

Date: ____/____/20____

Please email completed form to info@butterworth-labs or post to the address above marked for the attention of Business Operations