

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF COMPANY]  
a limited company formed under the laws of England (the "Company")  
and with a head office located at \_\_\_\_\_

- and -

[NAME OF EMPLOYEE]  
an individual residing at \_\_\_\_\_  
(the "Employee")

**THIS AGREEMENT WITNESSES** that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The words "Confidential Information", as used in this Agreement, shall include the following:

- (a) such information as a director, officer, manager or senior employee of the Company may from time to time designate to the Employee as being included in the expression "Confidential information";
- (b) any secret, trade secret or know-how of the Company or any information proprietary to or relating to the Company or to any person, firm, body corporate or other entity with which the Company does business which is not known to persons outside the Company, including the identity of customers/ clients of the Company;
- (c) any information, process, procedure, invention, idea or material that is not generally known to persons outside the Company;
- (d) all proprietary and financial information of the Company or relating to the Company;
- (e) all computer programs, algorithms, flow charts, listings, source codes, object codes and specifications which is owned by the Company or to which the Company has access and wishes to keep confidential;
- (f) all information relating to computer programs now existing or currently under development by or for the Company; and
- (g) all customer/ client information, lists and records and all other materials dealing in any way with the customers/ clients of the Company.

Employee acknowledges that other information designated as Confidential Information may currently exist or may arise in future, and that the foregoing list is general and non-exclusive.

2. The Company and the Employee acknowledge and agree that the relationship between them is one of mutual trust and reliance.

3. Employee acknowledges that Employee may, during the course of Employee's employment with the Company, have access to information and knowledge, including Confidential Information, relating to all aspects of the business of the Company, the disclosure of any of which to the Company's competitors, customers or the general public may be detrimental to the Company's business and its relationship with its customers.

**THIS IS A 2-PAGE FORM.**