

Mutual Confidentiality / Non-Disclosure Agreement

This mutual confidentiality agreement effective the day of 20.. (the “Effective Date”) between

(1) NSK Europe Limited registered number 2223191 whose registered office is at Belmont Place, Belmont Road, Maidenhead, Berkshire SL6 6TB, UK (“NSK”)

and

(2) [Insert Full Company Name] registered number [Insert registered company number] of/whose registered office is at [Insert Company’s registered office address] (“Supplier”)

each party referred to as a “Party” and the parties jointly referred to as the “Parties”

WHEREAS

This Agreement is entered into for the purpose of [insert details] (the “Purpose”)

Each party proposes to disclose or has disclosed to the other Party from time to time certain business or commercial information relating to the Purpose.

In consideration of the mutual covenants contained herein:

THE PARTIES AGREE AS FOLLOWS:

1. Each party shall keep confidential all commercial, technical, financial or operational information, including, but not limited to, information relating to the business, affairs, customers, suppliers or product information, know-how, designs, trade secrets or any other information (“Confidential Information”) that is identified as being of a confidential or proprietary nature, disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in relation to the Purpose, irrespective of whether exchanged in written, oral or any other form.

2. The Receiving Party shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use and under such filing and storage system so as to only permit access thereto by its employees directly and actively engaged in the Purpose. The Receiving Party shall not disclose to any third party any Confidential Information in any form whether oral or written, including in tangible forms such as in documents, computer disks or the like, without the prior written consent of the Disclosing Party.
3. The Receiving Party shall use the Confidential Information only for the Purpose.
4. Notwithstanding the above, the Receiving Party may disclose Confidential Information to its affiliates to the extent that such affiliates are directly and actively engaged in the Purpose and bear the same confidentiality obligations under this Agreement. Affiliates under this Agreement shall mean any other corporation or other form of business entity, which, directly or indirectly, controls, is controlled by, or is under common control with, the Receiving Party at any time during the term of this Agreement. For purposes of this definition, the term “control” means direct or indirect beneficial ownership of more than 50% of the voting share or interest of the entity.
5. Confidential Information, however, shall not include and this Agreement shall not restrict the use or dissemination of information:
 - (a) which is or subsequently becomes public knowledge or publicly available through no fault of the Receiving Party; or
 - (b) which is known by the Receiving Party prior to the time of receipt, as evidenced by its written records; or
 - (c) which is lawfully obtained by the Receiving Party from a third party and is not subject to a similar restriction on disclosure; or
 - (d) which is independently developed by Receiving Party.
6. The term of this Agreement shall be for a period of **[Insert]** years from the Effective Date (the “Term”) but may be terminated or extended upon both Parties’ written agreement. The rights and obligations under this Agreement shall continue in full force and effect for two (2) years after the expiration of the Term.
7. Neither Party shall be under any obligation or commitment to enter into or continue discussions with the other Party or to enter into any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.

8. Upon termination or expiry of this Agreement, or at any time at the Disclosing Party's request, the Receiving Party shall return all Confidential Information provided by the Disclosing Party and any member of the Disclosing Party's representatives or associates as set forth in paragraph 4, as well as copies, notes, abstracts and records made thereof, including electronic information in the form of discs, tapes, etc. (together the "Confidential Materials"); or at the Disclosing Party's option and request, shall destroy the Confidential Materials and shall give written confirmation and/or shall show to the Disclosing Party's reasonable satisfaction that it has destroyed the Confidential Materials. The return of the Confidential Materials shall be in addition to any other remedies available to the Disclosing Party for breach of this Agreement by the Receiving Party or its representatives as set forth in paragraph 4.
9. The parties understand and agree that no right, licence, proprietary right or interest in any of the Confidential Information or any of the products embodying the same shall be granted or construed to be granted to the Receiving Party by the terms and conditions of this Agreement. All Confidential Information delivered by the Disclosing Party to the Receiving Party or its representatives pursuant to this Agreement shall be and remain the Disclosing Party's property.
10. Except as otherwise provided in this Agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it.
11. No variation of this Agreement shall be effective unless it is in writing and signed by both parties.
12. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.
13. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
14. Subject to clause 15, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

15. Notwithstanding clause 14, NSK shall have the sole right under this agreement to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

The undersigned are duly authorised to execute this Agreement on behalf of the parties.

For and on behalf of
NSK Europe Limited

For and on behalf of
[xxxx]

Signed

Name

Title

Date