

Confidential



## NON-DISCLOSURE AGREEMENT

DATED            /            /

Between

BiG (Besty's Inspirational Guidance)

And

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# Confidential

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ in  
the year \_\_\_\_\_ BETWEEN:

1. **BIG (Besty's Inspirational Guidance)**, sole trader registered in England,  
whose registered office is Flat 4, 8 Station Approach, London SE26 5EU  
("the Disclosing Party"); and
2. \_\_\_\_\_, a company registered in England with number  
\_\_\_\_\_ whose registered office is at \_\_\_\_\_ ("the Recipient Party")

Each of which is a "Party", and which are together  
the "**Parties**".

## **RECITALS:**

- (A) The Disclosing Party and Recipient Party wish to disclose certain  
items of confidential information (as hereinafter defined) to each  
other for the Purpose specified below.
- (B) The Parties have therefore agreed to enter into this Agreement upon  
the terms and subject to the conditions set out below.

## **IT IS HEREBY AGREED as follows:**

### **1 Definitions and Interpretations**

- 1.1 In this Agreement the following expressions shall have the following  
meanings unless the context otherwise requires:

**"Affiliate"** means an entity under common control with a  
Party;

**"Confidential Information"** all communications and all information  
whether disclosed in writing, visually,  
orally, physically or by any other means  
and all material supplied to or obtained by  
the Recipient Party whether before or after  
the date of this Agreement in connection  
with or during the continuance of the  
Purpose (whether or not such information is  
expressly stated to be confidential or  
marked as such) and shall without  
limitation of the foregoing include any  
information from whatever source supplied  
to or obtained by the Recipient concerning  
the trade secrets, commercial information,  
ideas, discoveries, the names of

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practitioners, customers, business associations, transactions or financial arrangements of the Disclosing Party whether or not related to the goods and/or services supplied by that.

**"Disclosee Party"**

The Disclosee party is BiG (Besty's Inspirational Guidance)

**"Permitted Disclosees"**

means those partners, directors, shareholders, employees or professional advisers or financial institutions, employed or engaged by the Recipient Party, and having a need to know the Confidential Information for the Purpose;

**"Practitioner"**

means someone who practices a profession who shares the same business interest as BiG

**"Purpose"**

The discussion and evaluation by the Parties of potential business opportunities and the negotiation of an agreement between them concerning such business opportunities;

**"Recipient Party"**

The Recipient Party will be any single individual or organisation that BiG is in contact with, by means of any communication, to discuss BiG's "purpose"

## **2 Handling of Confidential Information**

2.1 In consideration of the Disclosing Party disclosing Confidential Information to it, the Recipient Party gives to the Disclosing Party the undertakings and acknowledgements and accepts the obligations set out in this Agreement. For the avoidance of doubt, such undertakings, acknowledgements, and obligations shall be considered to be re given and re-accepted on each occasion that Confidential Information is given by the Disclosing Party to the Recipient Party.

2.2 The Recipient Party shall maintain the Confidential Information supplied to it in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which it applies to its own confidential information and trade secrets and shall use or permit the use of the Confidential Information (or any part thereof) only for the Purpose and in accordance with this Agreement.

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- 2.3 The Recipient Party shall ensure that disclosure of such Confidential Information is restricted to its Permitted Disclosees, provided that the Recipient Party shall at all times be and remain responsible for ensuring that the Permitted Disclosee to whom Confidential Information is disclosed perform and comply with the obligations and undertakings set out in this Agreement for the benefit of the Disclosing Party. For the avoidance of doubt, the Recipient Party shall breach this agreement if any of its Permitted Disclosees does anything which, if done by the Recipient Party, would constitute a breach of this Agreement.
- 2.4 Copies or reproductions of Confidential Information may be made only if, and then only to the extent that, it is reasonably necessary for the Purpose. Any copies or reproductions made shall be and remain at all times the property of the Disclosing Party.
- 2.5 All Confidential Information (and all copies thereof) shall be returned to the Disclosing Party or destroyed, as the Disclosing Party so directs, immediately upon:
- 2.5.1 receipt of a written request from the Disclosing Party; or
  - 2.5.2 the termination, howsoever arising, of this Agreement.
- 2.6 In the event that Confidential Information (or copies thereof) are to be destroyed pursuant to Clause 2.5, the Recipient Party shall, or where appropriate shall procure that any person to whom Confidential Information shall have been divulged shall, provide written confirmation of such destruction to the Disclosing Party.
- 2.7 The Recipient Party undertakes to the other that it shall:
- 2.7.1 disclose Confidential Information only in accordance with this Agreement;
  - 2.7.2 use the same only for the Purpose;
  - 2.7.3 not contact any third party in connection with the Purpose, whether directly, or indirectly, without the prior written consent of the Disclosing Party.
  - 2.7.4 inform the Disclosing Party as soon as reasonably practicable upon becoming aware or suspecting that Confidential Information has been disclosed to an unauthorised person.
- 2.8 Notwithstanding the provisions of Clause 2.7, the Recipient Party shall not be deemed to be in breach of this agreement where it makes a disclosure of Confidential Information required by law, and it has previously:
- 2.8.1 given not less than five working days notice to the Disclosing Party of its intention to make such disclosure; and
  - 2.8.2 provided the Disclosing Party with any assistance the

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Disclosing Party may reasonably request in connection with the securing of a suitable protective order.

- 2.9 The obligations and restrictions set out in this clause 2 hereof shall not apply to any Confidential Information which is:
- 2.9.1 at the time of receipt by the Recipient Party, or which subsequently becomes, available to the public otherwise than by breach of this Agreement;
  - 2.9.2 already in the lawful possession of the Recipient Party prior to receipt in connection with the Purpose, and the same can be properly evidenced by its or its professional advisers' records to the reasonable satisfaction of the Disclosing party;
  - 2.9.3 lawfully disclosed to the Recipient Party by a third party without restrictions on its use or disclosure, provided that such third party is not itself in breach of an obligation of confidentiality in so disclosing; or
  - 2.9.4 independently developed by either Party.

## **3 Confidentiality of this Agreement**

- 3.1 The Recipient Party agrees to:
- 3.1.1 keep the existence and nature of this Agreement confidential; and
  - 3.1 .2 not to use the name of the Disclosing Party in any publicity, advertisement or other media disclosure without the prior written consent of the Disclosing Party.
- 3.2 If the Recipient Party considers that it is required by law to make a disclosure of the kind governed by Clause 3.1, it shall:
- 3.2. 1 give to the Disclosing Party not less than five working days notice of its intention to make such disclosure; and
  - 3.2.2 provide the Disclosing Party with any assistance the Disclosing Party may reasonably request in connection with the securing of a suitable protective order.

## **4 Intellectual Property**

- 4.1 All Confidential Information shall be and shall remain the property of the Disclosing Party.
- 4.2 The Recipient Party acknowledges and confirms to the Disclosing Party that no disclosees information or material is granted to it pursuant to this Agreement either directly or indirectly under any discovery, copyright or other intellectual property right now or in the future held, made or obtained.
- 4.3 The Recipient Party hereby pledge and undertake to the Disclosing Party (as

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separate and independent agreements) that it will during the term of this Agreement and for a period of 24 months after its termination (howsoever occasioned):

4.3.1 not use for its benefit (or that of any Affiliate) or disclose to any entity any Confidential Information; and

4.3.2 take all reasonable steps to prevent the publication or disclosure of any Confidential Information.

4.4 The duration, extent and application of the restrictions contained in this Agreement are considered to be no greater than is necessary for the protection of the goodwill of the Disclosing Party and the said restrictions are considered reasonable by the Recipient Party.

## 5 Notices

5.1 All notices under this Agreement shall be in writing, marked for the attention of Lionel Best, and either left by hand at, or sent by first class registered or recorded delivery post to, the registered office from time to time of the Party being served.

5.2 Notices shall be deemed served when delivered, if left by hand, or on the third day following posting, if sent by post.

## 6 Termination

6.1 This Agreement shall continue in force from the date hereof until terminated by:

6.1.1 mutual consent of the Parties; or

6.1.2 a Party giving to the other not less than 30 days' prior notice; or

6.1.3 if the recipient party breaches any of its obligations under clauses 2, 3, 4 and 5.

6.2 The provisions of Clauses 1 to 5 inclusive shall survive any termination of this Agreement for so long as is required to give effect to their terms.

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IN WITNESS whereof the Parties have caused this Agreement to be executed the day and year written above

**Signed for and on behalf of BIG (Besty's Inspirational Guidance)**

\_\_\_\_\_  
Signed

**Lionel Best**

Name

**Programmes Director, FA qualified Football coach**  
Position

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signed for and on behalf of:**

\_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name and

\_\_\_\_\_  
Position

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_