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| Authorised for external communicationValid from 2019 | Updated 2019-05-24 |   |

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the “Agreement”) has been entered into between:

**Ewellix** **[\*Insert local Ewellix legal unit\*]** company registration number **[\*\*]**, with registered address at **[\*\*]** (“Ewellix”); and

**[\*Insert the other party\*]** company registration number **[\*\*]**, with registered address at **[\*\*]** (“the Recipient”).

Both hereinafter referred to as “Party” or “Parties”.

# 1. Scope

The Parties are interested in **[\*Insert a detailed description of the Discussions, its purpose and goals\*]**. In this context Ewellix will provide the Recipient certain confidential information.

The scope of the discussions set out above is referred to as the “Discussions”.

# 2. Confidentiality undertaking

The Recipient shall keep all technical, financial and commercial information disclosed by Ewellix to the Recipient pursuant to the provisions of this Agreement (“Confidential Information”) strictly confidential. In addition, The Recipient undertakes to keep confidential the fact that the Discussions are ongoing between the Parties.

The Recipient shall not use the Confidential Information for any purposes other than to perform its obligations under this Agreement. The Recipient shall only provide Confidential Information to its employees, advisors, contractors or affiliates if such disclosure is necessary for the furtherance of the Discussions (need to know basis). The Recipient shall ensure that the recipients of the Confidential Information are bound by confidentiality obligations no less restrictive than what follows from this Agreement. The Recipient shall be liable towards Ewellix for any breach of the confidentiality obligations by such recipients.

# 3. Exemptions to the confidentiality undertaking

Confidential Information is not information which the Recipient can prove:

1. at the time of disclosure is in or after the disclosure becomes part of the public domain without breach of this Agreement by the Recipient;
2. was rightfully in its possession or known to it prior to the disclosure of the same and which had not been acquired directly or indirectly from Ewellix under a confidentiality obligation;
3. to have received from a third party, provided that such information was not obtained under an obligation of confidentiality or non-use by the said third party towards Ewellix;
4. the Recipient is requested to disclose pursuant to applicable law, governmental regulation, applicable stock market rules or legal process; provided, however, that the Recipient, if legally possible, shall give Ewellix a prompt notice of such request, shall disclose only such Confidential Information as is required by such authority or process, and shall take reasonable steps to have the confidentiality of such disclosed information protected to the extent possible; or
5. is at any time developed by or for the Recipient independently of any Confidential Information.

# 4. Storage of Confidential Information

The Recipient shall provide proper and secure storage for Ewellix's written Confidential Information as well as for all models or notes containing Confidential Information.

# 5. Title

All right, title and interest in and to the Confidential Information shall be the exclusive property of Ewellix. No interest, license or any right respecting Ewellix's Confidential Information, other than as expressly set out herein, is granted to the Recipient under this Agreement, by implication or otherwise.

# 7. Termination

The Recipient shall at Ewellix’s request, or when the Discussions have ended without leading to any continued cooperation, promptly (i) return all Confidential Information (ii) destroy and permanently delete from its computers and other systems any copies of such Confidential Information and those materials and any work products derived therefrom, including any reports, and (iii) confirm to Ewellix in writing that such destruction and deletion has been executed. The Recipient may retain a copy of the Confidential information if this is required for compliance reasons and provided that the information is retained solely for this purpose. The confidentiality obligation shall remain for a period of three (3) years from the date of Ewellix’s most recent disclosure of Confidential Information to the Recipient.

# 8. Governing law and arbitration

This Agreement is governed by the substantive laws of **[\*Insert country\*]**.

The Recipient agrees that money damages may not be sufficient remedy for any breach of this Agreement and that Ewellix may be entitled to seek injunctive relief as a remedy for any actual or threatened breach of this Agreement, without the posting of a bond, in addition to all other remedies available at law or equity to Ewellix.

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the International Chamber of Commerce. The place of arbitration shall be **[\*Insert city\*]**. The language to be used in the arbitral proceedings shall be English. **[Note: This clause will have to be amended depending on the countries involved – talk to your local Ewellix lawyer for advice]**

This Agreement has been executed by the Parties in two copies, each Party taking one copy, on the date mentioned below.

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| Place:  **[\*\*]** | Place:  **[\*\*]** |
| Date: **[\*\*]** | Date:  **[\*\*]** |
| Ewellix **[\*Insert local Ewellix legal unit\*]** | **[\*Insert other party\*]** |

|  |  |  |
| --- | --- | --- |
| Signature |  | Signature |
| Name |  | Name |