

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (FDReviews Experts and/or Trading Company)



This Agreement for Non-Disclosure and Protection of Confidential Information is made as of the Effective Date between the FDReviews Expert (and/or trading company) and FDReviews Global Ltd.

<b>Agreement</b>	Agreement for Non-Disclosure and Protection of Confidential Information including any attached exhibits and/or riders which are hereby incorporated into the Agreement and made part of it by reference.
<b>Approved Purpose</b>	Engagement in the planning and provision of consultancy and review services – hereby referred to as FDReviews and any other related subsidiary services
<b>FDReviews Expert (Expert)</b>	<b><i>Please Enter Your Name or Trading Company Name</i></b>
<b>Confidential Information</b>	Information that relates to the Approved Purpose or that, although not related to the Approved Purpose, is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by Recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Owner or to a third party. Confidential Information may be disclosed in written or other tangible form (including on cloud-based or magnetic media) or by oral, visual, or other means.
<b>Effective Date</b>	<b><i>Please Enter Today's Date</i></b>
<b>End Date</b>	Ten (10) years after the Effective Date
<b>FDReviews</b>	FDReviews is the trading name for the business involving the hosting of the FDReviews.com domain and website as well as the operation of the product reviews, review feedback and expert management
<b>FDReviews Global Ltd.</b>	FDReviews Global Ltd. incorporated in England with its registered address at 34 Rose Street, Wokingham, Berkshire RG40 1XU, United Kingdom. Company Registration No.13850006
<b>Owner</b>	FDReviews Global Ltd.
<b>Parties</b>	Expert (and/or trading company) and FDReviews Global Ltd.
<b>Party</b>	Expert (and/or trading company) or FDReviews Global Ltd.
<b>Client</b>	The Company or person submitting products and information for review
<b>Recipient</b>	Expert (and/or trading company)
<b>Term</b>	Beginning on the Effective Date and continuing through the End Date, subject to earlier termination as provided by further agreement.

The Parties have determined to establish terms governing the use and protection of Confidential Information that is disclosed by the Owner or Client to the Recipient for the Approved Purpose. Now, therefore, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

**1. USE OF CONFIDENTIAL INFORMATION:** Recipient may use Owner's Confidential Information only for the Approved Purpose and only for the Term. Recipient may use the Client's information only for the purpose of the review and the period of that review. Recipient will not otherwise use Owner's or Client's Confidential Information, directly or indirectly, for its own benefit or for the benefit of a third party.

**2. PROTECTION OF INFORMATION:** Recipient will protect Owner's and Client's Confidential Information with a reasonable degree of care, which shall be not less than the same degree of care which Recipient uses to prevent the unauthorized use, dissemination, or publication of its own most valuable confidential and proprietary information.

**3. DISCLOSURE TO EMPLOYEES:** Recipient may not disclose Owner's or Client's Confidential Information to any third party without the prior written consent of Owner or Client; provided, however, that each Recipient may disclose Owner's and Client's Confidential Information only to its employees and representatives who:

- Reasonably require access to the Confidential Information for the purposes contemplated in this Agreement.
- Are bound to protect the Confidential Information from unauthorized use and disclosure under the terms of a written agreement or applicable Expert policy; and
- Have been apprised of this Agreement, and Recipient's obligation to maintain the trade secret status of the Confidential Information and to restrict its use solely for the benefit of Owner.

**4. EXEMPTIONS TO RESTRICTIONS:** The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:

- Was publicly known at the time of Owner's and Client's communication thereof to Recipient.
- Becomes publicly known through no fault of Recipient after the time of Owner's and Client's communication thereof to Recipient.

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C. Was in Recipient's possession free of any obligation of confidence at the time of Owner's or Client's communication thereof to Recipient.

D. Is developed by Recipient independently of and without reference to any of Owner's or Client's Confidential Information

E. Information or other information that Owner or Client disclosed in confidence to any third party.

F. Is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or

G. Is identified by Owner or Client as no longer proprietary or confidential.

**5. COURT ORDER OF CONFIDENTIAL INFORMATION:** If Recipient is required by law, regulation or court order to disclose any of Owner's or Client's Confidential Information, Recipient will promptly notify Owner in writing prior to making any such disclosure in order to facilitate Owner notifying the Client and both seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Owner and Client in seeking such order or other remedy. Recipient further agrees that if Owner or Client is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

**6. TERM:** This Agreement shall terminate upon expiration of the Term; provided, however, that prior to such expiration, either party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of the restrictions hereunder on Recipient's use of Owner's and Client's Confidential Information shall survive: (a) with respect to Owner's and Client's Confidential Information that constitutes a trade secret under applicable law, for so long as such Owner's and Client's Confidential Information remains a trade secret; (b) with respect to non-trade secret Owner's and Client's Confidential Information received prior to such expiration or termination, for five (5) years following such expiration or termination.

**7. OWNERSHIP OF INFORMATION:** All Confidential Information disclosed under this Agreement is and will remain the property of Owner or Client. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement.

**8. RETURN OF MATERIALS:** Upon request by Owner at any time, Recipient shall promptly return to Owner all drawings, specifications, data and other tangible materials containing Owner's or Client's Confidential Information, together with all copies, and shall certify in a form reasonably satisfactory to Owner to the return of all tangible Confidential Information and references thereto, and the destruction of any references thereto on magnetic or other intangible media. This Section 10 shall survive the expiration or termination of this Agreement.

**9. COMPLIANCE WITH APPLICABLE LAWS:** This Agreement shall be governed by the laws of the United Kingdom. There are no understandings, agreements, or representations, express or implied, by or between the parties relating to the subject matter of this Agreement that are not specified herein. This Agreement may not be amended, and no rights or obligations hereunder may be assigned, except by a writing signed by both parties.

**10. BREACH OF AGREEMENT:** In the event of a breach by Recipient, or its directors, officers, employees or representatives of the provisions of this Agreement, the Owner will be entitled to seek an injunction restraining the breaching Party or person from disclosing, or the unauthorized use of, in whole or in part, any Confidential Information. Nothing herein shall be construed as prohibiting any party from pursuing any other remedies available to it for such breach, including the recovery of damages.

**11. EXPIRATION OF RIGHTS:** No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**12. ENFORCEABILITY:** If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in the manner most closely representing the intention of the Parties as expressed herein.

FDReviews Global Ltd.:

Expert (and/or Trading Company):

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_