

# Confidentiality Agreement

Between  
**DRIVE RESCUE**  
&

[Client Name]

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# Commencement Date

[INSERT]

## Parties

### DRIVE RESCUE

Address: 6 Trinity Street, Dublin 2, Republic of Ireland.  
(hereinafter the 'Receiving Party')

&

### BUSINESS NAME

Address: [Business address]  
(hereinafter, the 'Disclosing Party')

or

### INDIVIDUAL

Address: [Individual address]  
(hereinafter, the 'Disclosing Party')

(each a 'Party' and together the 'Parties')

## Recitals

- (A) The Disclosing Party owns or controls Confidential Information and has Intellectual Property Rights in such Confidential Information which is contained and stored on and within a typical content storage device such as a hard drive, a server, a USB Memory stick or other storage device now known or hereinafter developed (the "Storage Device").
- (B) The Disclosing Party is required to deliver the Storage Device to the Receiving Party in order for the Receiving Party to perform certain data rescue services (the "Data Recovery Services") which inevitably means that the Receiving Party shall have access to the Confidential Information by virtue of carrying out **Data Recovery Services**.
- (C) The Parties wish to regulate how Confidential Information is to be treated while in the possession or control of the Receiving Party.

## Duration

The Confidential Information disclosed for the Purpose shall enjoy limitless and infinite confidentiality under the terms of this Agreement.

## Conditions

## 1. Definitions

**Agreement** - means this document.

**Commencement Date** – means the date this Agreement.

**Confidential Information** – means the specific proprietary data supplied by the Disclosing Party specifically including, know-how, schema, financial information, customer lists, customer account data, vendor lists, Disclosing Party's business practices/strategies as well as Intellectual property and any information regarding the Disclosing Party's business, products, methods, software technology, Intellectual Property Rights and/ or other information (whether proprietary or not), in whatever form, whether tangible or intangible, and whether disclosed before or after this Agreement, which is now or at any time after the date of Commencement of this Agreement, owned or controlled by the Disclosing Party, or related to the Disclosing Party's business or affairs and which is of substantial value to the Disclosing Party, which value would be impaired if such Confidential Information were disclosed to third parties.

**Disclosing Party** – means the Party disclosing the Confidential Information to the Receiving Party.

**Intellectual Property Rights** – can mean any or all of the following: database rights, patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, rights to use and protect preserve the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

**Proper Use** – means the use of Confidential Information wholly necessary and exclusively for the Purpose mentioned in Recital B above.

**Purpose** – means the purpose mentioned in Recital B above.

**Receiving Party** – means the Party receiving Confidential Information from the Disclosing Party.

## 2. Undertakings of the Receiving Party

In consideration of the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party undertakes to:

- 2.1 use such Confidential Information, only for the purpose of discussing the possibility of the Parties working together in respect of the Receiving Party creating an electronic digital publishing application for use on web, mobile and tablet platforms;

- 2.2 keep Confidential Information that it may acquire in any manner, confidential;
- 2.3 permit access to all Confidential Information only to such of its employees as need such Confidential Information for the Proper Use, and inform each of them of the confidential nature of the Confidential Information and of the Receiving Party's obligation under this Agreement;
- 2.4 make copies of the Confidential Information only to the extent strictly necessary for the Proper Use;
- 2.5 keep the existence, nature, and content of this Agreement confidential; and
- 2.6 on request of the Disclosing Party, made at any time, deliver to the Disclosing Party or destroy all documents and other material in the possession, custody or control of the Receiving Party that bear or incorporate any part of the Confidential Information.

### 3. Exceptions

The Receiving Party shall not be bound by the provisions contained in clause 2 above if such Confidential Information:

- 3.1 was already in the lawful possession of the Receiving Party and at its free disposal before the disclosure by the Disclosing Party to the Receiving Party;
- 3.2 is lawfully disclosed to the Receiving Party without any obligations of confidence by a third party;
- 3.3 is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Receiving Party or the Receiving Party's agents or employees; or
- 3.4 is required to be disclosed by a government body or court or compellable and competent jurisdiction.

### 4. Scope

Neither this Agreement, nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention or commitment by either Party or their respective affiliated companies to:

- 4.1 procure any product or service; or
- 4.2 make any commitment with respect to the present or future marketing of any product or service; or
- 4.3 enter into a contract with the other Party; or
- 4.4 be liable for the costs of the other Party in carrying out evaluation or preliminary development work, before a contract (if any) is entered into;
- 4.5 grant a licence of any intellectual property right;
- 4.6 make any representation, warranty, assurance, guarantee, or inducement of any kind.

## 5. Nominated Representatives

(Postal Addresses)

DRIVE RESCUE:

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Name (Title):	Drive Rescue
Address:	<b>6 Trinity St, Dublin 2</b>
Telephone No:	1890 571 571
Website:	www.datarecoverydublin.ie
Email:	info-AT-datarecoverydublin.ie

[INSERT BUSINESS NAME/ INDIVIDUAL NAME]:

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Name (Title):	[insert]
Address:	[insert]
Telephone No:	[insert]
Website:	[insert]
Email:	[insert]

### 6. Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of the Republic of Ireland and each Party submits to the exclusive jurisdiction of the Irish Courts.

The Parties acknowledge and agree that in the event of a default by one Party damages will not be a sufficient remedy for the other Party. Accordingly, in addition to other remedies, the other Party shall have the right to injunctive relief or specific performance.

### 7. Survival

This Agreement shall survive and continue and shall not merge with any subsequent agreement between the Parties.

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Signed by:

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Print Name & (Position):

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Date:

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For and on behalf of **DRIVE RESCUE**

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Signed by:

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Print Name & (Position):

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Date:

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For and on behalf of [BUSINESS OR INDIVIDUAL NAME]