Dear [Name]

RE: London Ventures

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we will each, as a disclosing party, be making available to the other, as a receiving party.

Each party will be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party ("the Information"). This Information may be disclosed either in writing, orally or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 7 below, the receiving party will keep the Information strictly confidential and will not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party [and, if relevant, our client].

2. The Information will only be disclosed to those employees [or professional advisers] of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party will take appropriate steps to ensure that all employees [or professional advisers] to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.

3. The Information disclosed to the receiving party will be used solely for the purpose of [specify what will be done with the Information].

4. In addition to the obligations set out in Clause 10, the receiving party will comply with the obligations set out herein for a period of six years from the date of disclosure.
5. The receiving party will establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorised access to it.

6. On the termination of the receiving party’s involvement in the above project, and upon being requested to do so, the receiving party will return the Information disclosed to it, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records.

7. The obligations set out above shall not apply to any Information which:

   a. is or becomes publicly available other than through a breach of this agreement;
   b. is already in the possession of the receiving party without any obligation of confidentiality;
   c. is obtained by the receiving party from a third party without any obligation of confidentiality;
   d. is independently developed by the receiving party outside the scope of this agreement; or
   e. the receiving party discloses pursuant to law or any professional or regulatory obligation.

8. If the receiving party becomes aware of any breach of confidence or threatened breach of confidence by any of its employees [or professional advisers], it will promptly notify the disclosing party of the same and give the disclosing party all reasonable assistance in connection with any proceedings which it may institute against such persons.

9. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.

10. The parties agree that for a period of the discussions that they will not enter into discussions or negotiations with another party with respect to substantially the same matters. Any party may terminate the discussions through immediate written notice at any point. The terms of this agreement shall be governed solely by [English/Scottish] law, and the Courts of [England and Wales/Scotland] shall have exclusive jurisdiction in respect of any dispute arising out of it or in connection with it.

We should be grateful if you would acknowledge your agreement to these terms by signing the copy of this letter where indicated, and returning it to us.

Yours faithfully
For Ernst & Young LLP

[Partner/Director]

We agree to the above terms regulating the disclosure of the Information.

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[Name]    Date

For and on behalf of [ ]