**NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2025 (“Effective Date”) by and between:

**Blue Sky Commercial Advisory Ltd**, a company incorporated and registered in England and Wales with company number **16176130**, whose registered office is at **C/O Saffery LLP, Trinity Court, 16 John Dalton Street, Manchester, England, M2 6HY** (“BSCA”),

and
**[Insert Counterparty Full Legal Name]**, a company/individual with its principal place of business/residence at [insert address] (“Recipient”).

Each a “Party” and together the “Parties”.

**1. Purpose**

The Parties wish to engage in discussions regarding a potential commercial relationship, collaboration, or project (the "Purpose"), and in connection with this, each Party may disclose certain confidential or proprietary information to the other.

**2. Definition of Confidential Information**

"Confidential Information" means any information, whether written, oral, visual, electronic, or in any other form, that is disclosed by one Party to the other and is either marked as confidential or would reasonably be understood to be confidential given the nature of the information or the circumstances of disclosure. This includes but is not limited to business plans, financial data, strategies, customer information, trade secrets, intellectual property, and technical information.

**3. Obligations of Confidentiality**

The Recipient agrees to:

* Maintain the confidentiality of the Confidential Information;
* Not disclose it to any third party without the prior written consent of the Disclosing Party;
* Use the Confidential Information only for the Purpose;
* Take reasonable steps to protect the Confidential Information at least as carefully as it protects its own confidential information.

**4. Exclusions**

The obligations in this Agreement shall not apply to any information that:

* Is or becomes publicly available without breach of this Agreement;
* Is lawfully received from a third party without restriction;
* Is independently developed without use of the Disclosing Party’s Confidential Information;
* Is required to be disclosed by law or regulation, provided that the Recipient gives prompt written notice (where legally permissible) and cooperates with the Disclosing Party to limit the scope of disclosure.

**5. Term**

This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of **3 (three) years**, or until terminated by either Party with thirty (30) days’ written notice. The confidentiality obligations shall survive for a period of **5 (five) years** from the date of disclosure of the Confidential Information.

**6. No Licence**

Nothing in this Agreement grants the Recipient any licence or right under any intellectual property rights of the Disclosing Party.

**7. Return or Destruction of Information**

Upon request, the Recipient shall promptly return or securely destroy all Confidential Information, including copies, except as required to be retained by law or archived in accordance with standard backup procedures.

**8. No Obligation to Proceed**

Nothing in this Agreement obligates either Party to proceed with any business relationship.

**9. Remedies**

The Recipient acknowledges that unauthorised disclosure of Confidential Information may cause irreparable harm to the Disclosing Party, and monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or in equity.

**10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**, and the Parties submit to the exclusive jurisdiction of the **courts of England and Wales**.

**11. General**

* This Agreement constitutes the entire agreement between the Parties regarding its subject matter.
* Any amendments must be in writing and signed by both Parties.
* If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**12. Payment of Fees**

Where applicable, the Recipient agrees to pay to Blue Sky Commercial Advisory Ltd (“BSCA”) a **retainer fee**, the amount of which shall be agreed upon in writing by the Parties, which is payable upon execution of this Agreement.

Thereafter, BSCA shall be entitled to issue invoices in respect of its services, and the Recipient shall make full payment of each invoice within **seven (7) calendar days** from the date of the invoice.

Failure to pay within this period may result in the suspension of services or the imposition of interest at a rate permitted by applicable law.

**IN WITNESS WHEREOF**, the Parties have executed this Non-Disclosure Agreement on the date first written above.

**Signed for and on behalf of Blue Sky Commercial Advisory Ltd (BSCA):**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:
Title:
Date:

**Signed for and on behalf of [Insert Counterparty Name]:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:
Title:
Date: