

● BEFORE WE SHARE ANYTHING

Confidential, both ways.

Your client work stays private. So does ours. This agreement binds both sides equally and takes about three minutes to read.

The short version

For orientation only. The numbered terms that follow are the agreement.

- Whatever either of us shares stays between us and the people who need it to do the work.
- We use it only to talk about, and deliver, work together.
- Your clients stay yours. We never pitch them, and we never name you publicly.
- When we finish, or when you ask, we delete what you shared.

COVE

Cove Partner

hello@covepartner.com

THE AGENCY

Your company

Company

Your name and email

Effective Date: the date of the later signature on the last page. "Cove" and "the Agency" are each a **party**; together, we.

The terms Both parties are bound equally.

01 Why we are signing this

We are talking about working together. That means sharing information that is not public: client details, briefs, files, pricing, access to tools. This agreement keeps all of it private, in both directions, while we decide whether to work together and while we do (the **Purpose**).

02 What counts as confidential

Anything non-public that one of us (the **Discloser**) shares with the other (the **Recipient**), in any form, whether or not it is marked confidential. That includes client names and details, briefs, strategy, creative work in progress, data, credentials and access, pricing, processes, and the fact that we are talking at all. Information that belongs to the Discloser's clients is covered too.

03 What does not count

Information that is already public through no fault of the Recipient; that the Recipient already knew; that the Recipient received lawfully from someone else with no restriction; or that the Recipient built independently without using the Discloser's information.

04 What the Recipient promises

To use the information only for the Purpose (discussing and delivering work together). To protect it with at least the care it gives its own confidential material, and never less than reasonable care. To share it only with people and subcontractors who need it for the Purpose and are bound by confidentiality terms at least as protective as these. To make copies only as needed for the Purpose.

05 Your clients stay yours

Neither of us will use the other's confidential information to contact, pitch or take on the other's clients. Cove delivers behind the scenes: it will not name the Agency or its clients publicly, or describe the work as its own, without written permission.

06 Access and credentials

Logins, workspaces and accounts shared for a project are used only for that project. The Discloser can ask for access to be removed at any time, and the Recipient will confirm once it is.

07 If the law requires disclosure

If a court, regulator or authority legally requires the Recipient to disclose information, the Recipient will tell the Discloser first where the law allows, and disclose only what is required.

08 Returning and deleting

When the Discloser asks, or when our discussions or work end, the Recipient will return or delete the Discloser's confidential information within 30 days and confirm in writing if asked. Copies held in routine backups, or that the law requires it to keep, stay protected until deleted.

09 How long this lasts

This agreement covers information shared within 2 years of the Effective Date. The duty to keep it confidential continues for 3 years after the last disclosure, and for as long as it remains a trade secret or personal data.

10 Personal data

If personal data is shared, each of us will handle it in line with the data protection laws that apply. If Cove will process personal data on the Agency's behalf as part of a project, we will sign a separate data processing agreement first.

11 What this does not do

It does not commit either of us to work together, and it gives no licence to the other's information, ideas or intellectual property. Information is shared as it is, with no warranty. Any project will be covered by its own written agreement.

12 If something goes wrong

Money alone may not repair a breach of confidentiality. If one of us breaches this agreement, the other may ask a court for an order to stop it, in addition to any other remedy.

13 The small print

This is the whole agreement on its subject and replaces anything said earlier about it. Changes must be in writing and agreed by both of us. Neither of us may transfer it without the other's written consent. Either of us may end it with 30 days' written notice, and the duties above continue for the periods they describe. It may be signed electronically, and an electronic signature is as binding as ink. It is governed by the laws of [governing law], and the courts of [courts] have exclusive jurisdiction.

Signatures Signed electronically. Valid as if signed in ink.

By signing, each party agrees to the terms above. This agreement may be signed by hand or electronically, and in counterparts.

SIGNED FOR COVE PARTNER

Cove Partner

Signature

Name

[Signatory name]

Title

[Title]

Date

SIGNED FOR THE AGENCY

Your company

Signature

Name

Title

Date