

Non disclosure agreement



In this agreement, the following terms will have the meanings ascribed to them:

Affiliate in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of such body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being as defined in section 1159 of the Companies Act 2006.

Applicant means 'you' being the natural person or legal entity who has registered interested in becoming an NLIS Channel.

Confidential Information means all financial, technical, operational, commercial, legal, staff, management and other information, data, and know-how (whether or not it is designated as confidential) which is directly or indirectly disclosed by one party or its Affiliates (**Disclosing Party**) to the other (**Receiving Party**) but does not include information which:

- At the date of its disclosure is public knowledge or which subsequently becomes public knowledge other than by reason of any act by the Receiving Party; or
- Was already known to the Receiving Party (as evidenced by its written records) and was not acquired directly or indirectly from the Disclosing Party;
- Is at any time (after the acceptance of these terms) acquired by the Receiving Party on a non-confidential basis from any third party who did not acquire such information directly or indirectly from the Disclosing Party and was not otherwise in breach of any obligation of confidentiality; or
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

Permitted Parties means DLIG Limited and/or any third party IT system suppliers or sub-contractors engaged by the Applicant.

Purpose means assessing the opportunity to become an NLIS Channel and/or applying for an NLIS Channel License.

Obligations

1. In consideration of our each making available Confidential Information to the other, we each undertake to the other that for a period of from the date of acceptance of these terms we will:

a) Not disclose any Confidential Information supplied by the other to any third party other than the Permitted Parties;

b) Not use any Confidential Information supplied by the other for any purpose other than the Purpose;

c) Limit access to Confidential Information supplied by the other to those employees and professional advisers (including of the Permitted Parties) who necessarily require the same for the purpose of assessing the Purpose;

d) Inform each person to whom Confidential Information supplied by the other is disclosed of the restrictions contained herein as to use and disclosure of such Confidential Information and ensure that each such person observes such restrictions; and

e) Not directly or indirectly canvass with a view to offering employment to, contract with or entice to leave any employee of the other;

f) Not disclose the existence or subject matter of this agreement or the fact that we are in discussions to any third party other than the Permitted Parties.

2. The restrictions on use and disclosure set out in paragraph 1 above shall not apply to the extent that such disclosure is compelled by applicable law or governmental or regulatory authority provided that prior to such disclosure we will each consult with the other as to the proposed form, nature and purpose of the disclosure and the compelled party makes reasonable efforts to help the Disclosing Party oppose or limit such compelled disclosure.

3. Each of us will destroy or return to the other on demand any document containing Confidential Information supplied by the other and any copy which has been made, and expunge all such Confidential Information from any computer system, disk or other device containing it provided that the Receiving Party may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by applicable law or governmental or regulatory authority and to the extent reasonable to permit the Receiving Party to keep evidence that it has performed its obligations under this agreement. Notwithstanding the provisions of clause 1 above, the obligations of confidentiality shall continue to apply to any such documents and materials retained by the Receiving Party until such time as the documents cease to be confidential.

4. If the Receiving Party develops or uses a product or process which, in the reasonable opinion of the Disclosing party, might have involved the use of any of the Confidential Information disclosed by the Disclosing Party, the Receiving Party shall at the request of the Disclosing Party, supply information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used.

5. We each understand that the Confidential Information supplied by the other does not purport to be all-inclusive and that no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of such Confidential Information, save as may be contained in any legal agreement providing for implementation of the Purpose. Accordingly each of us agrees that neither of us shall have any liability to the other resulting from its reliance on Confidential Information and neither of us shall owe any duty of care to the other.

6. We each acknowledge that damages alone may not be an adequate remedy for any breach of this agreement and accordingly, without prejudice to any and all other rights and remedies we may have at law or in equity, we each acknowledge that we may be entitled to seek injunctive relief against the other for any threatened or actual breach of the provisions of this agreement. Further, we each undertake to indemnify the other party against any loss, damage or expense suffered as a result of any breach of this agreement.

7. We each acknowledge and accept that the disclosure of Confidential Information shall not form any offer, representation or warranty to enter into any further agreement in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates.

8. We each acknowledge and accept that no rights in respect of the Disclosing Party's Confidential Information (including intellectual property rights) shall be transferred or granted to the Receiving Party under this agreement.

9. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party

10. Failure to exercise or any delay in exercising any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that right or remedy.

11. This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law and each of us irrevocably submits to the exclusive jurisdiction of the English Courts.