

**DATE**

**NON DISCLOSURE AGREEMENT**

**LEADLINE SERVICES LIMITED**

**AND**

## NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on

BETWEEN

**Leadline Services Limited** (company reg number 3260056) incorporated in the United Kingdom whose principle place of business and registered office is at 54 New Street, Worcester WR1 2DL

AND

WHEREAS

- A. Leadline is engaged in the business of providing call centre services, customer satisfaction surveys and database cleansing.
- B. The Company is engaged in the business of
- C. Each party has certain confidential information that it agrees to disclose to the other on the terms and subject to the conditions of this Agreement.
- D. Each party agrees to treat information received from the other in accordance with the terms and conditions of this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS

### **1. Definitions and Interpretation**

1.1 In this Agreement:-

**Commencement Date** means

**Confidential Information** means all information whether written or oral and howsoever recorded or preserved, disclosed by the Disclosing Party to the Recipient, including, but not limited to: (a) technical information in the form of data, drawings, designs, concepts, specifications, patent applications (whether in draft or final form), software, interfaces, plans, layouts, components, models, prototypes processes, procedures; and (b) information in connection with the Discloser's business including, but not limited to, customer and supplier lists and contact details, financial projections, budgets, forecasts and business plans, fee levels, pricing policies, new products and know-how; and any reference to Confidential Information shall include copies (if any) thereof

**Disclosing Party** means the party that discloses the relevant Confidential Information to the Recipient

**Proper Purpose** means exploring potential business opportunities in the area of implementing quality management systems

**Recipient** means the party that receives Confidential Information from the Disclosing Party

- 1.2 The recitals form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any references to this Agreement shall include the recitals.
- 1.3 In this Agreement (unless the context requires otherwise):-
  - 1.3.1 reference to a statutory provision shall be construed as including a reference to any modification, re-enactment or extension of such statute or statutory provision for the time being in force;
  - 1.3.2 the singular includes the plural and vice versa; any gender includes all genders; reference to "person" shall include bodies corporate and unincorporated, partnerships and individuals; and reference to "party" or "parties" is to a party or the parties to this Agreement; and
  - 1.3.3 the words "include", "including" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words.

## **2. Recipient's Undertakings**

- 2.1 In consideration for the Disclosing Party disclosing to the Recipient the Confidential Information, the Recipient undertakes:
  - 2.1.1 to keep the Confidential Information secret;
  - 2.1.2 not (directly or indirectly) at any time to disclose or permit access to the Confidential Information in whole or in part, to any person or party whomsoever, except the Recipient may disclose or permit access to the Confidential Information to those of its directors, officers and employees who need to know the Confidential Information to perform the Proper Purpose;
  - 2.1.3 to inform any director, officer and employee to whom it discloses Confidential Information that the information is confidential;
  - 2.1.4 to use the same level of care in preserving the confidential nature of the Confidential Information as the Recipient would use to protect its own confidential information;
  - 2.1.5 not to use the Confidential Information, in whole or in part, for any purpose other than the Proper Purpose;
  - 2.1.6 not to copy or reproduce the Confidential Information except as may be strictly necessary for the Proper Purpose;
  - 2.1.7 to provide reasonable access upon reasonable notice to the Confidential Information supplied, to verify that the Confidential Information is being treated in accordance with the terms of this Agreement;

2.1.8 to inform the Disclosing Party immediately upon becoming aware or suspecting that an unauthorised person has become aware of the Confidential Information; and

2.1.9 promptly to return to the Disclosing Party all Confidential Information following demand by the Disclosing Party at any time, save such copies that the Recipient is required to keep by law or regulation.

### **3. Non Confidential Information**

3.1 The undertakings contained in clause 2 shall not apply to any Confidential Information which:-

3.1.1 is in or which comes into the public domain otherwise than as a direct or indirect result of a breach of this Agreement by the Recipient;

3.1.2 following disclosure by the Disclosing Party, is received by the Recipient from a third party who, insofar as is known to the Recipient, is lawfully in possession of such information, is not in breach of any legal or fiduciary obligation to the Disclosing Party, and who has not required the Recipient to refrain from disclosing such information to others;

3.1.3 is developed independently by the Recipient's employees who have not had access to the Confidential Information;

3.1.4 the Recipient can prove through documentary evidence was already in the possession of the Recipient and held free from any obligation of confidence prior to its receipt from Leadline;

3.1.5 is required by law to be disclosed or by any supervisory body with whose rules the Recipient is obliged to comply.

3.2 If any disclosure is required by law or by any supervisory body with whose rules the Recipient is obliged to comply, then to the extent permitted by such law or such rules, the Recipient agrees not to make any such disclosure to any person or party whatsoever without written notification of the Disclosing Party. The Recipient will co-operate with the Disclosing Party, have due regard to its views and opinions, and take such steps as the Disclosing Party may reasonably require in order to enable the Recipient to mitigate the effects or to avoid the requirement for any such disclosure.

### **4. Duration of Agreement**

4.1 Subject to the following provisions, this Agreement shall commence on the Commencement Date and shall continue in force until the earlier of: (a) the fulfilment of the Proper Purpose; or 1 year from the Commencement Date.

4.2 Without prejudice to any other rights to which it may be entitled, the Disclosing Party may give written notice to the Recipient terminating this Agreement with immediate effect if:-

4.2.1 the Recipient commits a material breach of this Agreement;

4.2.2 the Recipient ceases to carry on business, becomes insolvent or has a receiver, manager or administrator appointed to the whole or any part of

its business or enters into any composition with its creditors, goes into liquidation (except for the purposes of amalgamation or reorganisation) or undergoes any similar or equivalent process in any jurisdiction;

- 4.2.3 if the ownership or effective control of the Recipient shall change, or if a substantial part of its business and assets are transferred to a third party.

## **5. Consequences of Termination**

5.1 Upon termination of this Agreement the Recipient shall immediately:-

5.1.1 stop using the Confidential Information, and shall inform its directors, officers and employees to stop using it;

5.1.2 either return to the Disclosing Party all Confidential Information or, at the Disclosing Party's request, destroy the Confidential Information (including erasing or procuring the erasure of all Confidential Information from any computer, word processor or other device containing Confidential Information) and provide the Disclosing Party with a certificate confirming destruction and erasure. An officer of the Recipient shall sign the certificate.

5.2 The Recipient shall remain bound by its obligation of confidentiality in clause 2.1.1 for a period of three years from the effective date of termination of this Agreement.

## **6. Notices**

6.1 Notices shall be in writing, sent to the place of business of the appropriate party (marked for the attention of the Managing Director, or such other person as the relevant party may notify the other in writing) or to such other address as may from time to time (by notice to the other party) be designated, and notices shall be deemed (in the absence of any evidence to the contrary) to have been duly given:-

6.1.1 two (2) business days after the date of posting if sent by pre-paid first-class mail from an address in the United Kingdom to a destination in the United Kingdom or five (5) business days after the date of posting for destinations outside the United Kingdom mainland if sent by airmail;

6.1.2 if delivered by hand: on the day of delivery provided that a receipt has been signed by or on behalf of the addressee; and

6.1.3 if sent by facsimile transmission: at the time of transmission (provided that such transmission is during normal business hours and a hard copy is also sent by first class recorded delivery post).

## **7. General**

- 7.1 In disclosing the Confidential Information to the Recipient, the Disclosing Party makes no representation or warranty, either expressed or implied, as to its accuracy or completeness, and the Disclosing Party accepts no liability to the Recipient or any other person resulting from any inaccuracy or the incompleteness of the Confidential Information.
- 7.2 Disclosure of any of the Confidential Information shall not confer any right or licence nor any rights to patents or patent applications presently held or subsequently obtained by the Disclosing Party in respect of inventions or technology relating to the Confidential Information.
- 7.3 Neither party may assign, in whole or part, any of its rights under this Agreement without the prior written consent of the other.
- 7.4 Without prejudice to any other rights or remedies that the Disclosing Party may have, the Recipient acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of this Agreement and that, accordingly, the Disclosing Party may be entitled, without proof of special damages, to the remedies of injunction and other equitable relief for any threatened or actual breach of the provisions..
- 7.5 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties.
- 7.6 Any delay or failure by the Disclosing Party in exercising any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver by the Disclosing Party of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver by the Disclosing Party of any breach shall not operate as a waiver of any subsequent breach. No waiver by the Disclosing Party in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the Disclosing Party.
- 7.7 This Agreement contains the full and complete understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations and understandings whether they be oral or in writing.
- 7.8 A person or entity who is not a party to this Agreement may not enforce its terms under Contracts (Rights of Third Parties) Act 1999.

**8. Law and Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties or their duly authorised representatives on the date set out above.

Date: )  
Signed by )  
for and on behalf of: )  
Leadline Services Limited

Date: )  
Signed by )  
for and on behalf of: )  
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