

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ 2009

BETWEEN:

- (1) **Avocet Services Limited** Registration No. 05109841 whose registered office is at Stanley House, 49 Dartford Road, Sevenoaks, Kent, TN133TE ("the Discloser") and
- (2) _____ LIMITED a company registered in England and Wales (Registration No. _____) whose registered office is at _____ ("the Recipient")

WHEREAS:

The Discloser is the owner of Confidential Information which she has agreed to disclose to the Recipient for the Purpose of the terms set out in this Agreement.

THE PARTIES AGREE as follows:

1. INTERPRETATION

In this Agreement:

"Confidential Information" means any information disclosed (whether actual or potential, whether before or after the date of this Agreement, whether in writing, in electronic format, verbally or by any other means and whether directly or indirectly by or on behalf of the Discloser to the Recipient, which relates to the setting up and running of the Business Venture including but not exclusively information about venues, prints, contractors, customers, data, employees, sponsors, suppliers, policies, prices, discounts, business development, financial plans, marketing development, manpower plans, methods, services, ideas, projects, rights, products, project development and all other information which might cause considerable harm to the Discloser and/or to the Discloser's Business Venture were it to be available and/or used by any third party;

"Discloser's Business" means the business of the Discloser currently known as "AVOCET SERVICES LIMITED" or as may be known from time to time;

"Purpose" means evaluation, discussions and negotiations between the parties to enable the parties to decide whether to enter into a further arrangement relating to the Disclosure's Business;

2. UNDERTAKINGS CONCERNING CONFIDENTIAL INFORMATION

In consideration of the disclosure of the Confidential Information to the Recipient by the Discloser, the Recipient undertakes to:-

- 2.1 use the Discloser's Confidential Information for the Purpose only;
- 2.2 receive, hold and keep confidential the Confidential Information in the strictest confidence and to take all reasonable security precautions in the safekeeping of the Confidential Information and in preventing its unauthorised disclosure to third parties;
- 2.3 ensure that authorised third parties to whom the Confidential Information is disclosed are informed of the confidential nature of the Confidential Information and the restrictions contained in this Agreement and to use all reasonable endeavours to ensure that such third parties observe such restrictions.
- 2.3 make or keep no copies of the Confidential Information unless necessary for the Purpose; and
- 2.4 ensure that, if appropriate, the Recipient's employees, assistants, agents, etc. are only given access to such Confidential Information that is necessary for the Purpose and that such persons are informed of the confidential nature of the Confidential Information.

3. EXCEPTIONS TO RESTRICTIONS

The parties agree that information is not to be regarded as Confidential Information and that the Recipient will have no obligation with respect to any information which the Recipient can demonstrate:

- 3.1 is already known to or in the possession of the Recipient prior to its receipt from the Discloser or which is publicly available at the time of disclosure;
- 3.2 is or becomes known to the public through no wrongful act of the Recipient; or 3.3 is received from a third party who is not in breach of any obligation of confidentiality;
- 3.4 is used or disclosed with the prior written authorisation of the Discloser; or
- 3.5 is disclosed by the Recipient in compliance with a legal requirement of a government agency or otherwise where disclosure is required by operation of law.

4. FURTHER UNDERTAKINGS

- 4.1. No rights or licence is granted to the Recipient in relation to the Discloser's Confidential Information except as expressly set out in this Agreement. If the Recipient carries out any work on the Discloser's Confidential Information, the Discloser shall own all intellectual property rights in the ensuing work unless otherwise agreed.
- 4.2 The Discloser shall not accept responsibility for or makes a representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information and shall not be liable to the Recipient or another person in respect of the Confidential Information or its use.
- 4.3 The Recipient hereby agrees to indemnify the Discloser in respect of any claim, damage, loss, costs or expense which the Discloser suffers, whether direct or indirect, as a consequence of the Recipient's breach of any of the provisions of this Agreement, including the cost to the other party of enforcing this Agreement.

5. TERM AND TERMINATION

- 5.1. This agreement shall come into effect on the date of this Agreement and shall continue in full force and effect indefinitely or until replaced by a further agreement between the parties.
- 5.2 The Recipient undertakes within two business days of receipt of a written request from the Discloser and at the option of the Discloser:
- 5.2.1 to return to the Discloser all documents and other material in its possession, custody or control that bear or incorporate any part of the Discloser's Confidential Information; or
- 5.2.2 to destroy by shredding or incineration or, in the case of electronically held information, permanent deletion, all documents and other material in its possession, custody or control which bear or incorporate any part of the Discloser's Confidential Information and to certify to the Discloser that this has been done.

6. GENERAL

- 6.1. No changes to this Agreement are effective unless signed by both parties.
- 6.2. The Recipient acknowledges that damages may not adequately compensate for a breach of this Agreement, and that the Discloser may also seek such other remedies, including injunctions, as it desires.
- 6.3. This Agreement is governed by and shall be construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.
- 6.4. The parties to this Agreement confirm that no terms of this agreement are enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

EXECUTED by the Parties

Signed by [a duly authorised representative of]:

Name _____

On behalf of: **AVOCET SERVICES LIMITED**

Title: _____

Signature _____

Date _____

Signed by [a duly authorised representative of]:

Name _____

On behalf of: _____

Title: _____

Signature _____

Date _____