



## Non Disclosure Agreement

This Agreement is made on the Date of Agreement between:

gteq Solutions Limited (company number 03573242) whose registered office is Lyme House, Heather Close, Lyme Green Business Park, Macclesfield, Cheshire, SK11 0LR.

And

### **ABC Ltd**

whose registered address is This House Building Road Town City Postcode and company registration number is 123456789.

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The parties have disclosed, and will disclose, certain information of a confidential nature ("**Information**") to each other ("**Recipient**") for the purpose of discussing and evaluating whether to enter into a commercial relationship ("**Purpose**")

**"Information"** Shall include, Without limitation, any proposals, draft agreements, letters of intent, correspondence (both written and electronic), meeting notes, presentations, business plans, rates, costs, data, drawings and all other information whether of a technical or business nature of other wise whether in whole or in part and regardless of the medium by which such information is supplied (including all copies and derivative works subsequently generated from such information)

In consideration of the mutual disclosure:

1. Each party (as Recipient) undertakes to:
  - 1.1 Keep in strict confidence and in safe custody the information;
  - 1.2 Not use, copy or record and information for any reason other than the purpose;
  - 1.3 Limit access to information to those of its employees, agents, directors, professional advisors and/or companies which control, are controlled by or are under common control with such party ("**affiliates**") who reasonably and necessarily require such information for the purpose and to procure that each such employee, agents, directors, professional advisors and affiliates observe the obligations set out in this agreement;
  - 1.4 Not release any press statement or issue any other publicity regarding the relationship between the parties without the prior written consent of the other party; and
  - 1.5 Not disclose to any third party the identity of the other party on a client list or otherwise.
2. The obligations set out in clause 1 shall not apply to information which without breach of this agreement by recipients;
  - 2.1 was lawfully in the recipients possession at the time of disclosure;
  - 2.2 is lawfully in the publics domain
  - 2.3 the recipient lawfully obtains from a third party;
  - 2.4 the recipient is required to disclose by law or regulation to a government (such as OFTEL), Stock exchange, any competition authority or other similar entity; or

- 2.5 Is independently and lawfully developed by the recipient without the use of the information. Each party agrees that it shall not acquire any right or title to or licence in respect of the information communicated or acquired from the other party.
3. This agreement shall commence from the date it is executed by both parties for a period of twelve months. After the first twelve months it shall continue in force until terminated by thirty days written notice from either party. The confidentiality obligations contained in this agreement shall remain in force for a period of five years from the date of termination.
4. Upon termination of this agreement, or at any time on receipt of a written request from the other party, each party shall destroy or return all information and certify in writing within seven days of termination that all information in its possession or control has been destroyed.
5. This agreement shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts, always provided that either party may commence proceedings in the state of domicile of the other party.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of:  
gteq Solutions Limited

Signed for and on behalf of:  
ABC Ltd

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_