



Non Disclosure Agreement...



...providing total piece of mind.

Confidentiality Agreement

This agreement is made on: _____ <insert date>

BETWEEN

"Channel Partner" _____

Contact Name _____

Position in Company _____

Whose registered office is at: _____

Registered in England under No: _____

Signed: _____

AND

"Servassure" - Servassure, A Daisy Group PLC Business, registered in England at Daisy House, Lindred Road Business Park, Nelson, Lancashire BB9 5SR. Registered number 0697 7942

Signed: _____

("this Agreement")

IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year written above.

For and on behalf of Servassure:-

Signed

Name

Position

For and on behalf of the Channel Partner:-

Signed

Name

Position

IT IS AGREED :

This Agreement is between "Servassure" and "Channel Partner" _____
<insert short form of company name which will replace reference to Company B in the agreed terms>

Background:

(A.) Servassure carries on business in the supply of engineering and professional services as a fully independent third party service provider to channel partners in the UK ICT market.

(B.) Company B carries on business in _____

(C.) The parties are currently discussing the possibility of entering into a business relationship and for this purpose have agreed to disclose to each other certain Confidential Information.

It is agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means this Agreement (including any schedule or annexure to it and any document in agreed form).

"Confidential Information" means any commercial or technical information in whatever form including, without limitation, business, statistical, financial, marketing and personnel information, which is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") and marked confidential or, if disclosed orally, is identified as confidential at the time of disclosure.

"Purpose" means the proposed business relationship.

2. Use of the Confidential Information

2.1 In consideration of the parties agreeing to make the Confidential Information available to each other, the Receiving Party agrees with the Disclosing Party as follows:

(a) the Receiving Party shall not make any use of the Confidential Information except for evaluating the Purpose and in particular (but without limitation) shall not use any of the Confidential Information for any other commercial purposes;

(b) the Receiving Party shall hold the Confidential Information in the strictest confidence and shall not disclose or divulge any part of the Confidential Information to any third party without the prior written consent of the Disclosing Party;

(c) the Receiving Party shall restrict access to the Confidential Information to such of the Receiving Party's directors, officers and employees as strictly need to have access in order to evaluate the Purpose and the Receiving Party shall impose upon all such persons obligations of confidentiality equivalent to those contained in this Agreement;

(d) the Receiving Party shall not make copies of the Confidential Information unless strictly required in order to evaluate the Purpose; and

(e) the Receiving Party shall, at the request of the Disclosing Party made at any time, return to the Disclosing Party or, if the Disclosing Party directs, destroy all the Confidential Information in the Receiving Party's possession or under its control and any other material containing or embodying the Confidential Information (or any part of it).

2.2 Where the Disclosing Party discloses Confidential Information orally, it shall keep a record of the date and the information disclosed.

The Receiving Party shall be entitled to receive a copy of such records on reasonable written request.

3. Application of Restrictions

The restrictions and confidentiality obligations contained in clause 2 shall not apply:

- (a) to any disclosure of Confidential Information authorised by the Disclosing Party or required by law or any regulatory or government authority to which the Receiving Party is subject;
- (b) to any Confidential Information already known by the Receiving Party (if the Receiving Party can prove such knowledge to the Disclosing Party by documentary evidence);
- (c) to any Confidential Information disclosed to the Receiving Party without restriction as to further disclosure by a third party legitimately in possession of it;
- (d) to any Confidential Information which is or becomes public knowledge except through the Receiving Party's negligence or breach of this Agreement; or
- (e) to any Confidential Information which was developed by or for the Receiving Party independently of any disclosure by the Disclosing Party.

4. Indemnity

The Receiving Party shall be responsible for any breach of any of the terms of this Agreement by the Receiving Party or any of its employees or its agents. The Receiving Party shall be liable to indemnify and hold the Disclosing Party harmless against any losses, costs, claims, damages or expenses incurred by the Disclosing Party either as a result of the unauthorised disclosure by the Receiving Party of any of the Confidential Information or as a result of the breach of any of the terms of this Agreement.

5. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each other the parties.

6. Waiver

Any failure of a party to enforce or to exercise, at any time or for any period of time, any term or any right arising pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right to enforce and exercise it.

7. Entire Agreement

This Agreement constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.

8. Governing Law and Jurisdiction

8.1 This Agreement shall be governed by and construed in accordance with English law.

8.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

Our Priority
is Service Excellence.



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