

DATED _____ 2017

NON-DISCLOSURE AGREEMENT

between

PARTY 1

And

Accesspoint Legal Services Limited

CONTENTS

CLAUSE

1.	Definitions	1
2.	Consultant's obligations	2
3.	Company's obligations	3
4.	Property rights.....	3
5.	General	4

SCHEDULE

SCHEDULE	LETTER OF ENGAGEMENT.....	ERROR! BOOKMARK NOT DEFINED.
----------	---------------------------	-------------------------------------

THIS AGREEMENT is dated

2017

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Company**).

OR

[INDIVIDUAL NAMES AND ADDRESSED OF PARTNERS], as the partners of [COMPANY NAME] (**Company**).

OR

[INDIVIDUAL NAME] trading as [COMPANY NAME] of [ADDRESS] (**Company**).

- (2) Accesspoint Legal Services Limited incorporated and registered in England and Wales with company number 07895552 whose registered office is at Unit 7, Ashton Gate, Ashton Road, Harold Hill, Romford, Essex, RM3 8UF (**Consultant**).

1. DEFINITIONS

The definitions in this clause apply in this agreement.

Company Information: Confidential Information owned by the Company and disclosed to the Consultant, including Confidential Information relating to the Company Software.

Company Software: software used by the Company and either owned by, or licensed to, the Company.

Confidential Information: any information relating to the business of the disclosing party which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party.

Consultant Information: Confidential Information owned by the Consultant and disclosed to the Company, including Confidential Information relating to the Consultant Software.

Consultant Software: software to be used by the Consultant for the purpose of the Objective and either owned by, or licensed to, the Consultant.

Formshare Project: as defined in the Letter of Engagement.

Letter of Engagement: as annexed in the Schedule.

Objective: performance of specified services by the Consultant on behalf of the Company (as a Participant to the Formshare Project) and the other Participants to the Formshare Project.

Participants: as defined in the Letter of Engagement.

2. CONSULTANT'S OBLIGATIONS

- 2.1 The Consultant undertakes to respect and preserve the confidentiality of the Company Information (subject to clause 2.3 below). The Consultant shall not without the prior written consent of the Company:
- (a) communicate, or otherwise make available, the Company Information to any third party; or
 - (b) use the Company Information or the Company Software for any commercial, industrial or other purpose whatsoever other than the Objective; or
 - (c) copy, adapt, or otherwise reproduce the Company Information or the Company Software except as strictly necessary for the purposes of the Objective or as permitted by law.
- 2.2 The Consultant may disclose the Company Information or any part thereof, with the prior consent of the Company, to any employee of the Consultant who needs access to the Company Information in connection with the Objective. In such an event the Consultant agrees to ensure, prior to such disclosure, that the employee in question is made aware of the confidential nature of the Company Information and understands that he/she is bound by conditions of secrecy no less strict than those set out here. The Consultant agrees to monitor the use of the Company Information by these employees and to enforce their obligations of confidence at the request of the Company.
- 2.3 The obligations contained in this clause 2 shall not apply or shall cease to apply to such part of the Company Information as the Consultant can show to the reasonable satisfaction of the Company:
- (a) has become public knowledge other than through the fault of the Consultant or an employee or director of the Consultant to whom it has been disclosed in accordance with clause 2.2 above; or
 - (b) was already known to the Consultant prior to disclosure to it by the Company; or
 - (c) has been received from a third party who neither acquired it in confidence from the Company, nor owed the Company a duty of confidence in respect of it.

3. COMPANY'S OBLIGATIONS

3.1 The Company undertakes to respect and preserve the confidentiality of the Consultant Information for a period of 5 years after the date of such disclosure (subject to clause 3.3 below). The Company shall not without the prior written consent of the Consultant:

- (a) communicate, or otherwise make available, the Consultant Information to any third party; or
- (b) use the Consultant Information or the Consultant Software for any commercial, industrial or other purpose whatsoever other than the Objective; or
- (c) copy, adapt, or otherwise reproduce the Consultant Information or the Consultant Software except as strictly necessary for the purposes of the Objective or as permitted by law.

3.2 The Company may disclose the Consultant Information or any part thereof, with the prior consent of the Consultant, to any employee of the Company who needs access to the Consultant Information in connection with the Objective. In such an event the Company agrees to ensure, prior to such disclosure, that the employee in question is made aware of the confidential nature of the Consultant Information and understands that he/she is bound by conditions of secrecy no less strict than those set out here. The Company agrees to monitor the use of the Consultant Information by these employees and to enforce their obligations of confidence at the request of the Consultant.

3.3 The obligations contained in this clause 3 shall not apply or shall cease to apply to such part of the Consultant Information as the Company can show to the reasonable satisfaction of the Consultant:

- (a) has become public knowledge other than through the fault of the Company or an employee or director of the Company to whom it has been disclosed in accordance with clause 3.2 above; or
- (b) was already known to the Company prior to disclosure to it by the Consultant.

4. PROPERTY RIGHTS

4.1 The Company Information, the Company Software and all related documentation (together, **Company Property**) are proprietary to the Company. The Consultant acknowledges that any disclosure pursuant to this agreement shall not confer on the Consultant any intellectual property or other rights in relation to the Company Property.

4.2 The Consultant Information, the Consultant Software and all related documentation (together, **Consultant Property**) are proprietary to the Consultant. The Company acknowledges that any disclosure pursuant to this agreement shall not confer on the Company any intellectual property or other rights in relation to the Consultant Property.

5. **GENERAL**

5.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.2 A reference to **writing** or **written** e-mail.

5.3 This agreement shall be interpreted and construed in accordance with English law. However, either party may enforce the other party's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against such party.

This agreement has been entered into on the date stated at the beginning of it.

Schedule Letter of Engagement

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
COMPANY]

.....
Director

OR

Signed by [NAME OF
PARTNERSHIP]
acting by two members

.....
A member

.....
A member

OR

Signed by [NAME OF INDIVIDUAL]
trading as [NAME OF COMPANY]

.....

In the presence of:-

Signature of Witness

.....

Name of Witness

.....

Address of Witness

.....

.....

.....

Signed by RICHARD ROEBUCK
for and on behalf of Accesspoint
Legal Services Limited

.....
Director