

# THIS MUTUAL NONDISCLOSURE AGREEMENT



CCR Data Ltd  
Unit 4  
Minton Distribution Park  
London Road  
Amesbury  
Salisbury  
Wiltshire  
SP4 7RT

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is made on

27 July 2006 (the "Agreement")

## BETWEEN:

- (1) [ **CCR Data LIMITED** ] a First Party registered in England (registered no 03168397) whose registered office is at:

("the First Party")

("the Second Party")

Unit 4  
Minton Distribution Park  
London Road  
AMESBURY  
Wiltshire  
SP4 7RT

[ **Company Name** ] of  
Address Line 1  
Address Line 2  
Address Line 3  
TOWN  
County  
Postcode

## RECITAL:

- (A) The First Party and the Second Party wish to explore a possible business opportunity of mutual interest regarding development of Data Services (the "**Opportunity**") in connection with which each party has disclosed and/or may further disclose Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to discuss and evaluate the Opportunity while protecting each party's Confidential Information (including, if applicable, Confidential Information previously disclosed to the other party) against unauthorized use or disclosure.

## OPERATIVE PROVISIONS

### 1 Definitions

**"Confidential Information"** means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, photographs, specifications, standards, manuals, reports, engineering, formulae, markets, processes, information, lists, trade secrets, software (including source and object code and documentation), hardware configuration, computer programs, computer data bases, algorithms, business plans, quotations, agreements with third parties, services, customers, price lists, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure.

**"Disclosing Party"** means the party to this Agreement that discloses Confidential Information directly or indirectly to the Receiving Party.

**"Receiving Party"** means the party to this Agreement that receives Confidential Information directly or indirectly from the Disclosing Party.

## 2 Nondisclosure of Confidential Information

2.1. The Receiving Party agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Opportunity. The Receiving Party shall not disclose or permit disclosure of any Confidential Information received from the Disclosing Party to third parties (other than, where the Receiving Party is CCR, any service provider supplying data cleansing services to CCR) or to employees of the Receiving Party other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Opportunity. The Receiving Party agrees that it shall take reasonable measures to protect the Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the same degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. The Receiving Party agrees to notify the Disclosing Party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Disclosing Party which may come to the Receiving Party's attention.

### 2.2. Exceptions

Notwithstanding the above, the Receiving Party shall have no liability to the Disclosing Party with regard to any Confidential Information of the Disclosing Party, which the Receiving Party can prove:

- 2.2.1. was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party;
- 2.2.2. was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- 2.2.3. is disclosed with the prior written approval of the Disclosing Party;
- 2.2.4. was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party and by employees of the Receiving Party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;
- 2.2.5. becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights;
- 2.2.6. is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement; or
- 2.2.7. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Receiving Party shall provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

### 3 **Return of Materials**

- 3.1. The Receiving Party acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Disclosing Party, including documents, files and other items containing any Confidential Information, belongs to the Disclosing Party. At the Disclosing Party's written request, the Receiving Party will return immediately to the Disclosing Party all Confidential Information which the Receiving Party has received under this Agreement and which may still be in its possession, including any copies made, and make no further use or disclosure of any of the Confidential Information.

### 4 **No Implied Rights**

This Agreement will not be construed:

- 4.1. to grant the Receiving Party any licence or rights other than as expressly set out herein in respect of the Confidential Information; nor
- 4.2. to require the Disclosing Party to disclose any Confidential Information to the Receiving Party. No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

### 5 **Term**

The foregoing commitments of each party shall survive any termination of the exploitation of the Opportunity between the parties and shall continue (i) unless and until and to the extent that any agreement subsequently entered into by the parties supersedes this Agreement or (ii) for a period terminating on the later to occur of the date (a) ten (10) years following the date of this Agreement and (b) five (5) years from the date on which Confidential Information is last disclosed under this Agreement (whichever of (i) and (ii) is the earlier to occur).

### 6 **Successors and Assigns**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party unless the assignee shall be the successor entity to the assignor upon the dissolution of the assignor in its present form. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

### 7 **Severability**

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

### 8 **Independent Contractors**

The First Party and the Second Party are independent contractors, and nothing contained in this Agreement shall be construed to constitute the First Party and the Second Party as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

## 9 **Governing Law; Jurisdiction**

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of England & Wales, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of England.

## 10 **Remedies; Indemnification**

The First Party and the Second Party each agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business. The First Party and the Second Party each expressly agrees that due to the unique nature of the Disclosing Party's Confidential Information, monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, the First Party and Second Party each agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.

## 11 **Amendments and Waiver**

Any term of this Agreement may be amended with the written consent of the First Party and the Second Party. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

## 12 **Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

## 13 **Entire Agreement**

This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly cancelled.

## 14 **No Publicity**

Neither the First Party nor the Second Party shall, without the prior consent of the other party, disclose to any other person the fact that Confidential Information of the other party has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the First Party and the Second Party or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

The parties have executed this Mutual Nondisclosure Agreement by way of Deed on the date first above written.



CCR Data Ltd  
 Unit 4  
 Minton Distribution Park  
 London Road  
 Amesbury  
 Salisbury  
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 w: www.ccr.co.uk

**For a deed to be valid as a deed it needs to be signed by two Directors or a Director and Company Secretary. If this is not practical please make sure your signature is witnessed.**

Executed as a deed by **[CCR Data Limited]** acting by:

Director ( )  
 \_\_\_\_\_  
 Director/Secretary ( )  
 \_\_\_\_\_

Executed as a deed by **[Company Name]** acting by:

Director ( )  
 \_\_\_\_\_  
 Director/Secretary ( )  
 \_\_\_\_\_

Executed as a deed by: ..... ( )

in the presence of: ..... ( )  
 \_\_\_\_\_

*Witness:*

*Name:*

*Address*

*Occupation:*