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DATED _____ 20____

MOMENTUM TRAINING AND DEVELOPMENT LIMITED

NON-DISCLOSURE AGREEMENT



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This Deed is made on the _____ day of _____ 20__

Between :-

(1) **MOMENTUM TRAINING AND DEVELOPMENT LIMITED** (Company registered in England and Wales numbered 06783005) who registered office is situated at Old Bank Chambers, 582-586 Kingsbury Road, Erdington, Birmingham B24 9ND (**“the Company”**); and

(2) _____

(“the Other Party”)

together (“the Parties”) or individually (“the Party”)

THE PARTIES AGREE AS FOLLOWS:-

1) Confidential Information

For the purposes of this Agreement Confidential Information shall include:

- (a) information of whatever nature relating to the Program which is obtained by either Party, its officers, employees, agents or advisers in written, pictorial or oral form from or pursuant to discussions with any of the officers, employees, agents or advisers of either Party to this Agreement
- (b) information of whatever nature relating to the business of either Party;
- (c) analyses, compilations, studies, data, code (both source and object) images and graphical representations (whether physical or computer generated), course materials and other documents prepared by either Party, its officers, employees, agents or advisers which contain or otherwise reflect or are generated from the information specified in paragraphs (a) or (b) above; and
- (d) this Agreement and the fact that discussions or negotiations are taking, or have taken place between the Parties or any of the terms, conditions or other facts with respect to the proposed Agreement.

2) Exclusions

The following obligations shall not apply to Confidential Information or such of it which:

- (a) at the time of disclosure is within the public domain; or
- (b) after disclosure comes into the public domain, other than by reason of breach of any of the undertakings below; or

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- (c) is already lawfully in the possession of either Party or their advisers (as can be demonstrated by written records or other reasonable evidence) provided that the source of such information was not subject to any agreement or other duties relating to confidentiality; or
- (d) becomes lawfully available to either Party or its advisers (as can be demonstrated by written records or other reasonable evidence), provided that the source of such information is not then subject to any agreement or other duties relating to confidentiality.

3) Undertakings

In consideration of Confidential Information being made available the Parties to this agreement undertake as follows:

- (a) to use the Confidential Information for the purpose of deciding if they wish to enter into an agreement with each other and not for any other purpose and will not permit or assist a third Party to make use of Confidential Information for any other purpose;
- (b) to treat and safeguard as private and confidential all the Confidential Information received or held by you at any time;
- (c) not to at any time use Confidential Information, or permit or assist a third Party to use Confidential Information, to attract employees or customers away from either Party or to procure a commercial advantage over the other or in any way which is likely to be directly or indirectly detrimental to the business of either Party;
- (d) not to make any copies or reproduce any documents or extracts of documents containing Confidential Information or in any other way duplicate Confidential Information, except for the purpose of evaluating the proposed agreement and in all such cases, to operate procedures to control the copying and distribution of the Confidential Information;
- (e) to keep the Confidential Information separate from all other documents and information that either Party may hold;
- (f) to ensure that proper and secure storage is provided for the Confidential Information and (upon request) to record the location of such storage and the name of the person who is responsible for storing and accessing the Confidential Information;
- (g) to procure that the subsidiaries, officers, employees, agents and advisers of both Parties and the officers, employees, agents and advisers of any subsidiaries strictly observe the terms of this Agreement;

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4) Further undertakings

Upon written request the Parties will immediately return to the other all documents and papers relating to this Agreement and any other matters that may have been considered or raised during the course of the negotiations together with any copies.

5) Legal requirement to disclose

In the event that either Party, its officers, employees, agents or advisers becomes (or is reasonably likely to become) legally required to disclose any Confidential Information, prompt notice shall be given to the other Party at their address set out above so that the other Party may seek an appropriate remedy to prevent disclosure or waive compliance with the provisions of this agreement preventing disclosure.

If either Party or its officers, employees, agents or advisers becomes legally required to disclose any Confidential Information, they will be entitled to do so only to the extent so required and subject to prior consultation with the other Party with a view to agreeing the timing and content of the disclosure.

6) No representations or warranties

The Confidential Information made available pursuant to this Agreement has not and will not have been independently verified and the Parties be solely responsible for making their own judgment and decisions on all Confidential Information.

7) Cessation of obligations

If the Parties hereto subsequently enter into a binding Licence agreement all of the Parties respective obligations contained within this Agreement shall cease upon completion of the said agreement.

8) Breach of this Agreement

In the event of breach of this agreement, the non-defaulting Party shall be entitled to apply to the court for injunctive relief in any court of competent jurisdiction restraining the defaulting Party from continuing to breach of the terms of this Agreement or continuing to disclose any Confidential Information to any person. The defaulting Party will reimburse the non defaulting Party for any costs, claims, demands or liabilities of whatsoever nature arising directly or indirectly out of the breach or threatened breach of the defaulting Party's obligations under this Agreement.

Nothing contained in this Agreement shall be construed as prohibiting the non-defaulting Party from pursuing any other remedies available to it, either at law or in equity, for such breach or threatened breach including specific performance and recovery of monetary damages.

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9) No assignment

Neither Party is permitted to transfer or assign its rights duties and obligations contained within this Agreement without the prior written consent of the other Party.

10) Governing Law

The agreement constituted by this Agreement shall be governed by and construed in accordance with English Law and the Birmingham District Registry of the High Court of Justice shall have jurisdiction.

Signed as a deed by

A director of the Company

In the presence of:

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Signed as a deed

by a Director of the Other Party

In the presence of:

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