Data Analytics and Business Modelling

Non Disclosure Agreement

This Agreement is made on [Date]

Between:

1. Arbite Software Services Ltd, a company registered in England and Wales under company number 14546766, having its registered office at Grosvenor Rd, Lowestoft, England (hereinafter referred to as "Arbite"); and

2. [The Client], a company/individual with its registered office/address at [Client Address] (hereinafter referred to as "The Client").

Recitals:

A. Arbite and The Client wish to explore a potential business relationship, project, or arrangement (the "Purpose") that may require each party to disclose confidential information to the other.

B. The parties wish to protect and restrict the use of such confidential information as specified in this Agreement.

It is agreed as follows:

1. Definition of Confidential Information

1.1 "Confidential Information" means all information (whether written, oral, or electronic) disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or which should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

1.2 Confidential Information includes, but is not limited to, business plans, financial data, technical information, software, strategies, client details, and proprietary processes.

1.3 Confidential Information does not include information that:

- Is or becomes publicly available other than as a result of a breach of this Agreement;

- Was known to the Receiving Party prior to disclosure without obligation of confidentiality;

- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or

- Is required to be disclosed by law or regulation, provided that the Receiving Party gives prior notice to the Disclosing Party.

2. Obligations of the Receiving Party

2.1 The Receiving Party shall:

- Keep the Confidential Information confidential and secure;

- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;

- Use the Confidential Information solely for the Purpose.

2.2 The Receiving Party may disclose Confidential Information to its employees, agents, or advisors who need to know such information for the Purpose, provided they are bound by obligations of confidentiality no less stringent than those contained in this Agreement.

3. Return or Destruction of Information

3.1 Upon termination of this Agreement or upon the written request of the Disclosing Party, the Receiving Party shall promptly:

- Return all documents and materials containing Confidential Information;

- Destroy all electronic copies of Confidential Information; and

- Confirm in writing that such return or destruction has been completed.

4. Term and Termination

4.1 This Agreement shall commence on the date first written above and remain in effect for a period of [Two] years, unless terminated earlier by either party with thirty (30) days' written notice.

4.2 The obligations of confidentiality set forth in this Agreement shall survive termination for a period of five (5) years.

5. No License

5.1 Nothing in this Agreement grants any license or right to use the Disclosing Party's Confidential Information except as expressly provided herein.

6. Governing Law

6.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

6.2 Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7. Miscellaneous

7.1 This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements, understandings, and arrangements.

7.2 No amendment or modification to this Agreement shall be valid unless made in writing and signed by both parties.

7.3 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Signed by the Parties:

For Arbite Software Services Ltd
Name: _____
Position: Director/ Partner

Signature: _____

Date: _____

For The Client

Name: _____

Position: _____

Signature: _____

Date: _____