



NON – DISCLOSURE AGREEMENT

Date: 21/11/2007 07:59
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1. **The Owner:** edocr Ltd, Daresbury Innovation Centre, Keckwick Lane, Daresbury, WA4 4FS

2. **The Recipient:**

The Owner may have disclosed and may wish to further disclose certain information of a confidential nature to the Recipient and wishes to protect such information on the following terms.

1. Definitions

“Purpose” means any discussions and negotiations between or within the parties concerning or in connection with the potential establishment of a business relationship between them;

“Confidential Information” means any information or data of a confidential or commercially sensitive nature including, without limitation, that relating to the Owner’s business or affairs (including but not limited to information ascertainable by the inspection or analysis of documents and solutions) disclosed whether in writing, orally or by any other means by the Owner to the Recipient or by a third party on behalf of the Owner, whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which:

- i) is or becomes common knowledge without breach of this Agreement by the Recipient;
- ii) the Recipient can show that the information was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Owner;
- iii) the Recipient obtains or has received from a source other than the Owner without breach by the Recipient or such source of any obligation of confidentiality owed to the Owner.

2. Handling of Confidential Information

- i) The Recipient shall maintain the Confidential Information in confidence and shall exercise in relation to such Information no lesser security measures and degree of care than those which the Recipient applies or would apply to its own Confidential Information which the Recipient warrants as providing adequate protection against unauthorised disclosure, copying and use.
- ii) The Recipient shall ensure that disclosure of such Confidential Information is restricted to those employees and/or professional advisors of the Recipient having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Owner. All Confidential Information and copies thereof shall be returned to the Owner within [14] days of the date of a written request to do so. Written requests may be through e-mail transmissions.

3. Agreements

- i) The Recipient agrees in hereby that he/she will not contact directly or indirectly any third party (contacts, employees, advisers, suppliers, banks, clients and trading partners) introduced by or connected to Owner with regarding to Confidential Information or any information related to Owner without the written permission of the Owner.
- ii) The Recipient also agrees not to use Confidential Information such as details of Owner’s clients (both revenue paying and non-revenue paying) for its own commercial advantage. The database of Owner’s client details always remains the sole property of the Owner.
- iii) The Recipient shall disclose clearly whether he/she has any business arrangement or association with a competitor of the Owner, at the earliest opportunity, which may be at the time of receipt of this Agreement. Failure to do so may result in legal action been taken against the Recipient.
- iv) The Recipient further agrees that he/she will not enter into any new business relationship (including forming, participating in forming, or joining, whether in capacity as an employee, business associate, partner, director, shareholder or any other such capacity) with a Competitor business without first notifying the Owner of his/her intention so to do. In the event that such disclosure is prevented under the terms of any separate confidentiality between the Recipient and the Competitor business, the Recipient shall use his/her best endeavours to secure a waiver allowing him/her to disclose, in confidence to the Owner, the nature of such relationship and the name of the Competitor business, but would in any case make such disclosure at the first possible allowed time.

4. Limitations and warranty

- i) The Recipient shall:
 - a) not divulge the Confidential Information, in whole or in part, to any third party;
 - b) use the same only for the Purpose; and
 - c) make no commercial use of the same or any part of it without the prior written consent of the Owner.
- ii) Notwithstanding the foregoing, the Recipient shall be entitled to make any disclosure of the Confidential Information required by law provided that it gives the Owner not less than 7 days notice of such disclosure.



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iii) The Owner reserves all rights in the Confidential Information and no license is granted or to be implied from this Agreement, whether directly or indirectly under any patent, invention, discovery, copyright or any other Intellectual Property or otherwise.

The Owner warrants its right to disclose the Confidential Information to the Applicant and to authorise the use of the same for the Purpose.

5. Notices

All notices under this Agreement shall be in writing, sent by facsimile, e-mail or first class registered or recorded delivery post to the party being served at its address specified above, or at such other address of which such party shall have given notice in accordance with this clause, and marked for the attention of that party's signatory to this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

6. Termination

This Agreement shall continue in force from the date of its commencement until terminated by mutual consent or by the Owner giving not less than 14 days prior written notice to the Recipient. The provisions of clauses 1, 2, 3, 4 and 7 shall survive any such termination for a minimum period of 18 months.

Failure of the Owner and Recipient entering in to a permanent business relationship or ending any on-going discussions will not terminate the validity of this agreement.

7. Governing Law

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

As witness this Agreement has been signed by and on behalf of each party by its duly authorised representatives on the day and year of first above written

Signed by **Manoj Ranaweera**)
For and on behalf of)
edocr Ltd)

Signed by)
For and on behalf of)
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