**NDA**

**(Non Disclosure Agreement)**

**Sanctuary Data Systems** in conjunction with **XXX** as a potential business partner may from time to time disclose certain secret or confidential technical and business information which is proprietary to the disclosing party.

It is a condition of this disclosure that **Sanctuary Data Systems** and **XXX** maintain the confidentiality of information given, in accordance with the terms outlined below:

**1. Confidential Information**

* 1. **‘confidential information’**; information, concepts, proposals from **Sanctuary Data Systems**

and/or **XXX**.

This includes compilation of otherwise public information in a form not publicly known. Although not all information that is divulged by disclosing partywill be marked or identified as secret or confidential, please consider anything received as such, apart from information which falls into the exceptions stated below:

**1.1.1** was in possession prior to disclosure.

**1.1.2** confidential information is currently public knowledge at the date of disclosure.

**1.1.3** post disclosure of confidential information becomes public knowledge.

**1.1.4** there’s undisputable evidence that the confidential information was conceived independently between or becomes publically available via a third party.

**2. Agreement**

**Sanctuary Data Systems** and **XXX** is entitled to maintain confidentiality of confidential information passed on. You agree not to disclose confidential information, except in accordance with the terms stated below.

**3. Terms**

**3.1** You limit disclosure to directors, employees and consultants in your organisation, to whom disclosure

is necessary to fulfil agreed tasks.

**3.2** Upon request, any written, electronic or sample base information subject to this agreement shall be returned to the disclosing party.

**3.3** You agree and abide to the terms and conditions highlighted in paragraph 1&2.

**3.4** Confidential information shall not be divulged, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential or proprietary information so received and shall not make use, without prior written consent of the disclosing party.

Agreement between

Company  **XXX**  SanctuaryDataSystems

Print Print Danny Bradshaw

Signed Signed

Date Date