

UK IT Networks Limited, company number 8026657, whose registered offices are 23 Bridgeman Terrace, Wigan, Lancashire, WN1 1SX

, whose offices are registered at

1. Each party hereby undertakes: -
 - 1.1 to keep and procure that its directors, employees and agents keep in strict confidence and in safe custody any information, knowledge, data, drawing, know-how and other material (“information”) communicated to it by or acquired from the other party;
 - 1.2 not to use any information for any reason other than the purpose;
 - 1.3 not to make copies of documents containing such information, except for the purpose;
 - 1.4 to limit access to information to those of its employees and agents who reasonably and necessarily require such information for the purpose, to inform each such employee and agent of the foregoing restrictions as to confidentiality, disclosure and use of such employee and agent shall observe such restrictions and, in the case of each such agent, shall procure that its employees observe such restrictions; and
 - 1.5 not (without the prior consent in writing of the other party) to:
 - 1.5.1 release any press statement or issue any other publicity regarding the arrangements which may exist between such parties; or



1.5.2 disclose to any third party the identity of the other party either on a client list of the receiving party or otherwise.

2. The provisions of this agreement shall not apply to information: -

2.1 which the receiving party can prove was in its possession at the date of receipt or disclosure and was not acquired directly or indirectly from the other party;

2.2 which at the time of disclosure by the other party is in the public domain as evidenced by printed publication or otherwise;

2.3 which after its disclosure by the other party becomes part of the public domain by publication or otherwise (except by reason of neglect or default by the receiving party);

2.4 which the receiving party obtain from a third party with good legal title thereto.

3. Each party acknowledges and agrees that it shall not acquire by implication or otherwise any right in or title to or licence in respect of the information communicated or acquired from the other party.

4. This agreement shall subsist from the date of this agreement for a period of twenty-four months whereupon it shall automatically terminate unless renewed by mutual consent in writing.

5. On termination of this agreement or at any time on receipt of a written request from the other party, each party shall return all information received that is capable of return and all copies thereof.

6. English Law shall govern the construction, validity and performance of this agreement and both parties agree to accept the jurisdiction of the English courts.

Signed for and on behalf of
UK IT Networks

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