

ADO NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

2021-2022

Company Operations

ADO Services C.I.C.

Version 3.31 ©2021-2022

Current Version Valid from September 1st 2021

Next Scheduled Review - As Required

Please read this Non-Disclosure Confidentiality Agreement carefully;

BETWEEN

**Registered Address –
ADO Services CIC
126 Upper Wickham Lane
Welling
Kent
DA16 3DP**

AND

SUBJECT

This is a relationship between ADO Services C.I.C. (ADO) and with regard to business services, solutions, projects, initiatives, development, media content, branding, ideas and financial proposals and agreements with other staff members, partners or third party suppliers or customers.

AGREEMENT

The parties detailed above agree to participate in this joint **Non-Disclosure Confidentiality Agreement** for the purpose of sharing information and to enable them to exchange freely commercial, operational or technical confidential information on the above subjects.


Accordingly as a precondition of such exchange of information and discussions it is hereby agreed between the parties to this agreement as follows:

1. "Confidential Information" shall be any Intellectual Property and all business plans, branding, sales strategies, sales initiatives, accounts, competitive analysis, drawings, designs, specifications, models, samples, devices, manuals, reports, plans, diagrams, prototypes, computer programs, documentations and other things in which copyright subsists together with any and all projections, information results, data, calculations, know-how and other things which are received by either party from the other during or as a consequence of any exchange of information or discussions. Such information may be received from any source, communicated orally, pictorially or in writing and may be recorded on paper, electronically or on any other storage medium.
2. Each party agrees to keep the information strictly private and confidential and, save as expressly permitted under this agreement, not to disclose, use, copy in whole or in part or modify or adapt the information in any way.
3. Each party agrees that the other may with prior written consent to the other party or in exceptional circumstances to the extent (but only to the extent) reasonably necessary to pursue the intended or actual working relationship, copy, adapt and analyse the information, incorporate the information into reports and analyse and disclose the information in whole or in part to its officers, partners and/or professional advisors, in question, are made aware of the confidential nature of the information to the other party

and understands that he/she is bound by conditions of secrecy no less strict than those set out here. Each party agrees to monitor the use of the disclosed information by these persons and to enforce their obligations of confidence at the request of each party.

4. Each party undertakes that in as much as information concerning the other becomes known to its officers, partners, employees or professional advisors (or through its or their actions to any other person), it will use its best endeavours at all times to comply with clause 3 as though directly bound by it, (but not with the benefit of any right of further disclosure under clause 3)
5. Obligations under clause 2 do not apply to, and the term "information" shall be deemed to exclude, (i) Any information which that party can prove is in or has entered the public domain or, (ii) was or became known by the other party following a disclosure in accordance with clause 3 otherwise than as a result of publication or disclosure by that party or any authorised person in breach of this agreement.
6. If either party becomes aware that it may be required by law, regulation or order of court of competent jurisdiction to disclose any information it will immediately notify the other party in writing of that fact and all relevant surrounding circumstances. The affected party will use its best endeavours to resist disclosure and to maintain the confidentiality of any information disclosed but, subject to foregoing, may make any disclosure of the information required by law, regulation or order of a court of competent jurisdiction.
7. Both parties acknowledge that the supply of information to the other will not constitute or imply any offer, contractual agreement, representation or warranty. Neither party shall make any representation with respect to the accuracy or completeness of any information and neither is bound to disclose any information.
8. Copyright and any other intellectual property rights in information shall remain with the party to which, or to the associated companies or client of which, the information relates.
9. The parties each agree to keep the existence of any evaluations, discussions and negotiations resulting from or relating to the disclosure of the information confidential
10. Either party may at any time require the other to return or destroy all information and to cease all evaluation and use of information. In that event the other party will return it to, or (as required) destroy all documents, disks and other media recordings or communicating information and will destroy all other documents and media prepared by or for it which incorporate any information.
11. The validity, construction and performance of this agreement shall be governed by the laws of England. The parties each submit to the jurisdiction of the English courts.
12. No variation or amendments to, or waiver of this agreement shall be effected unless in writing expressly to that effect, signed by authorised representatives of the parties.
13. The failure of either party to enforce or to exercise, at any time or for any period of time, any right under this agreement does not constitute or imply a waiver of that right and shall in no way affect that party's entitlement later to enforce or exercise it

14. The restrictions and obligations imposed hereby shall supersede all other similar agreements between the parties and shall continue in force for three years next after the effective date of this agreement.
15. The invalidity or enforceability of any term or of any right under this agreement shall not affect any remaining terms and rights
16. Each party enters into this agreement for itself and on behalf of every associated company-person of it (as defined in section 416 Taxes Act 1988) and every obligation in this agreement should be read and construed accordingly.
17. It is understood that the obligations contained herein shall be binding on the successors, employees and representatives of both parties
18. This agreement shall be governed under the laws of England.
19. The NDA will be valid for two years (24 months) if and when after formal contract of employment terms have ended.
20. Signature – The parties have executed and delivered this agreement for and on behalf of ADO Services CIC

Company Name	Name & Title	Signature	Date
ADO Services CIC	Victoria McHolland-Pilcher		

21. Signature – The parties have executed and delivered this agreement for an on behalf of

Company Name	Name & Title	Signature	Date

22. For and on behalf of ADO employees, volunteers, management committee, this NDA will be automatically authorised, agreed and signed as part of your Statement of Particular – Terms of Employment