

Bilateral Non-Disclosure Agreement (NDA)

This Agreement is made and entered into on [Insert Date]

By and Between:

Arbite Software Services Ltd, a company incorporated in England and Wales with company number **14546766** and registered office at Grosvenor, Lowestoft, NR33 0BW ("Party A"),

and

[Insert Counterparty Name], a company/individual with registered address at [Insert Address] ("Party B").

Each a "Party" and collectively the "Parties".

1. Purpose

The Parties wish to engage in discussions and activities relating to **consulting, training and / or software production services**, which may involve the disclosure of confidential, proprietary, or commercially sensitive information. This Agreement sets forth the terms under which such information will be protected.

2. Definition of Confidential Information

2.1 "**Confidential Information**" means all non-public, proprietary, technical, business, commercial, or financial information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether oral, written, graphic, electronic, or other form, and includes (but is not limited to):

- Software code, concepts, designs, diagrams, data, algorithms, and documentation;
- Business plans, roadmaps, strategies, and financial information;
- Customer or supplier details, project information, and proposals;
- Communications, negotiations, and project-related content.

2.2 Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party;
 - Is lawfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation;
 - Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's information;
 - Is required to be disclosed by law or court order (provided prior notice is given where possible).
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3. Obligations of Confidentiality

3.1 The Receiving Party agrees:

- To use the Confidential Information solely for the agreed **Purpose**;
- Not to disclose it to any third party without the prior written consent of the Disclosing Party;

- To take reasonable steps to protect the confidentiality of the information using at least the same degree of care as it uses to protect its own confidential materials (and in no event less than reasonable care).

3.2 The Receiving Party may disclose Confidential Information to its directors, employees, subcontractors, advisors, or affiliates on a strict **need-to-know basis**, provided such persons are bound by obligations of confidentiality no less restrictive than those in this Agreement.

4. Intellectual Property Rights

4.1 All intellectual property rights in the Confidential Information remain with the Disclosing Party.

4.2 Nothing in this Agreement shall be construed as granting any license, assignment, or transfer of such rights to the Receiving Party.

5. Return or Destruction of Materials

Upon request by the Disclosing Party or upon termination of discussions, the Receiving Party shall promptly:

- Return or destroy all physical and digital copies of Confidential Information;
 - Confirm in writing the destruction or return, as applicable.
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6. Term and Duration

6.1 This Agreement becomes effective on the date signed by both Parties.

6.2 The confidentiality obligations shall remain in effect for a period of **five (5) years** from the date of disclosure of the relevant Confidential Information, unless otherwise agreed in writing.

7. No Obligation to Proceed

Nothing in this Agreement obligates either Party to enter into any further agreement, relationship, or transaction.

8. No Warranty

All Confidential Information is provided "as is" without any warranty, express or implied, including accuracy, completeness, or fitness for a particular purpose.

9. Governing Law and Jurisdiction

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

9.2 The courts of **England and Wales** shall have exclusive jurisdiction over any dispute arising under or in connection with this Agreement.

10. Miscellaneous

10.1 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior agreements, whether written or oral.

10.2 Any variation to this Agreement must be in writing and signed by both Parties.

10.3 If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

Signed for and on behalf of Arbite Software Services Ltd

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of [Insert Counterparty Name]

Signature: _____

Name: _____

Title: _____

Date: _____