

2024

NON-DISCLOSURE AGREEMENT

between

TERRITORY STUDIO LIMITED

and

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TERRITORY STUDIO
132-140 GOSWELL ROAD, CLERKENWELL, LONDON, EC1V 7DY
+44 [0] 203 141 9430 – HELLO@TERRITORYSTUDIO.COM

[TERRITORYSTUDIO.COM](https://territorystudio.com)

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THIS AGREEMENT is dated _ _ _ _ _

PARTIES

(1)

Territory Studio Limited [the Company] incorporated and registered in England and Wales with company number 7440212 whose registered office is at 132-140 Goswell Road, Clerkenwell, London, EC1V 7DY

(2)

1. DEFINITIONS

The definitions in this clause apply in this agreement.

Company Information: Confidential Information owned by the Company and disclosed to the visitor, including Confidential Information relating to the Company Software.

Company Software: Software used by the Company and either owned by, or licensed to, the Company.

Confidential Information: Any information relating to the business of the disclosing party which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party.

Visitor Information: Confidential Information owned by the Visitor and disclosed to the Company, including Confidential Information relating to the Visitor Software.

Visitor Software: Software to be used by the Visitor for the purpose of the Objective and either owned by, or licensed to, the Visitor.

Objective: Performance of specified services by the Visitor on behalf of the Company.



2. VISITORS'S OBLIGATIONS

2.1 The Visitor undertakes to respect and preserve the confidentiality of the Company Information for a period of ten years after the date of such disclosure (subject to clause 2.3 below). The Visitor shall not without the prior written consent of the Company:

- (a) communicate, or otherwise make available, the Company Information to any third party; or
- (b) use the Company Information or the Company Software for any commercial, industrial or other purpose whatsoever other than the Objective; or
- (c) copy, adapt, or otherwise reproduce the Company Information or the Company Software save as strictly necessary for the purposes of the Objective.

2.2 The Visitor may disclose the Company Information or any part thereof, with the prior consent of the Company, to any employee of the Visitor who needs access to the Company Information in connection with the Objective. In such an event the Visitor agrees to ensure, prior to such disclosure, that the employee in question is made aware of the confidential nature of the Company Information and understands that he/she is bound by conditions of secrecy no less strict than those set out here. The Visitor agrees to monitor the use of the Company Information by these employees and to enforce their obligations of confidence at the request of the Company.

2.3 The obligations contained in this clause 2 shall not apply or shall cease to apply to such part of the Company Information as the Visitor can show to the reasonable satisfaction of the Company:

- (a) has become public knowledge other than through the fault of the Visitor or an employee or director of the Visitor to whom it has been disclosed in accordance with clause

2.2 above; or

- (b) was already known to the Visitor prior to disclosure to it by the Company; or
- (c) has been received from a third party who neither acquired it in confidence from the Company, nor owed the Company a duty of confidence in respect of it.



3. COMPANY'S OBLIGATIONS

3.1 The Company undertakes to respect and preserve the confidentiality of the Visitor Information for a period of ten years after the date of such disclosure (subject to clause 3.3 below). The Company shall not without the prior written consent of the Visitor:

- (a) communicate, or otherwise make available, the Visitor Information to any third party; or
- (b) use the Visitor Information or the Visitor Software for any commercial, industrial or other purpose whatsoever other than the Objective; or
- (c) copy, adapt, or otherwise reproduce the Visitor Information or the Visitor Software save as strictly necessary for the purposes of the Objective.

3.2 The Company may disclose the Visitor Information or any part thereof, with the prior consent of the Visitor, to any employee of the Company who needs access to the Visitor Information in connection with the Objective. In such an event the Company agrees to ensure, prior to such disclosure, that the employee in question is made aware of the confidential nature of the Visitor Information and understands that he/she is bound by conditions of secrecy no less strict than those set out here. The Company agrees to monitor the use of the Visitor Information by these employees and to enforce their obligations of confidence at the request of the Visitor.

3.3 The obligations contained in this clause 3 shall not apply or shall cease to apply to such part of the Visitor Information as the Company can show to the reasonable satisfaction of the Visitor:

- (a) has become public knowledge other than through the fault of the Company or an employee or director of the Company to whom it has been disclosed in accordance with clause

3.2 above; or

- (b) was already known to the Company prior to disclosure to it by the Visitor; or
- (c) has been received from a third party who neither acquired it in confidence from the Visitor, nor owed the Visitor a duty of confidence in respect of it.



4. PROPERTY RIGHTS

4.1 The Company Information, the Company Software and all related documentation are proprietary to the Company. The Visitor acknowledges that any disclosure pursuant to this agreement shall not confer on the Visitor any intellectual property or other rights in relation to the Company Information.

4.2 The Visitor Information, the Visitor Software and all related documentation are proprietary to the Visitor. The Company acknowledges that any disclosure pursuant to this agreement shall not confer on the Company any intellectual property or other rights in relation to the Visitor Information.

5. GENERAL

5.1 No variation of this agreement shall be effective unless it is in writing and signed by, or on behalf of, all parties.

5.2 This agreement shall be interpreted and construed in accordance with English law. However, either party may enforce the other party's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against such party. Each party agrees to indemnify the other party against any costs, claims, proceedings, liabilities or expenses resulting from claims made against the other party by any third party arising out of any unauthorised disclosure or use of Confidential Information.

This agreement has been entered into on the date stated at the beginning of it.



Signed by Company

Signed by Visitor:



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