

**PARTIES:**

(1) C Sense 24 Ltd T/A Component Sense, a company incorporated in Scotland (registration number SC360076) having its registered office at Fleming House, 5 Fleming Road, Livingston, EH54 7BN. (the "Discloser"); and

(2) [COMPANY NAME], a company incorporated in [England and Wales] (registration number [number]) having its registered office at [address] (the "Recipient").

**AGREEMENT:**

**1. Definitions** In this Agreement:

"Agreement" means this non-disclosure agreement and any amendments to it from time to time;

"Confidential Information" means:

any information disclosed by the Discloser to the Recipient before the end of the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (i) was marked as "confidential"; or (ii) should have been reasonably understood by the Recipient to be confidential; and

"Term" means the term of this Agreement.

**2. Term**

This Agreement will come into force on the date of its execution and will continue in force indefinitely, unless and until terminated in accordance with Clause [4].

**3. Confidentiality obligations**

3.1 The Recipient agrees and undertakes:

(a) that it will keep all Confidential Information strictly confidential and will not disclose any part of it to any other person without the Discloser's prior written consent;

(b) that it will use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care; and

(c) that it will act in good faith at all times in relation to the Confidential Information.

3.2 Notwithstanding Clause [3.1(a)], the Recipient may disclose the Confidential Information to its officers and employees who are bound by a written agreement to protect the confidentiality of the Confidential Information.

3.3 This Clause [3] imposes no obligations upon the Recipient with respect to Confidential Information which:

(a) is known to the Recipient before disclosure by the Discloser, and is not subject to any obligation of confidentiality; or

(b) is or becomes publicly known through no act or default on the part of the Recipient.

3.4 The restrictions in this Clause [3] do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, or judicial or governmental request or order.

**4. Termination**

4.1 Either party may terminate this Agreement forthwith at any time by giving written notice of termination to the other party.

4.2 Upon and following termination of this Agreement:

(a) Clause [5.3] shall continue to apply; and

(b) the provisions of Clause [3] shall continue to apply in relation to Confidential Information disclosed before the end of the Term.

4.3 Termination of this Agreement will not affect either party's accrued rights as at the date of termination.

4.4 Subject to Clauses [4.2] and [4.3], upon termination, all the provisions of this Agreement will cease to have effect.

**5. General**

5.1 If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect.

5.2 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

5.3 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any rights or obligations under this Agreement.

5.4 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

5.5 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability which may not be excluded or limited under applicable law. Subject to this, this Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

5.6 This Agreement will be governed by and construed in accordance with the laws of Scotland; and the courts of Scotland will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

**The parties have indicated their acceptance of this Agreement by executing it below.**

**EXECUTION:**

**SIGNED** by *Kenny McGee*, duly authorised for and on behalf of the Discloser

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Date:

**SIGNED** by ..... duly authorised for and on behalf of the Recipient

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Date: