Non-Disclosure Agreement

Date: **[XX MONTH XXXX]**

Parties:

**Runware Ltd,** a company registered in England under company number 14908339 whose registered office is at Dns House, 382 Kenton Road, Harrow, Greater London, England HA3 8DP (the Recipient)

and

**[NAME OF COMPANY DISCLOSING INFORMATION]**, a company registered in **[England]** under company number **[number on Register of Companies]** whose registered office is at **[address of office on the Register of Companies]** (the Discloser)

1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of **using the Services of the Recipient contained in their website at Runware.ai** (the Purpose).

2. The Recipient undertakes not to use the Confidential Information for any purpose except for operations relating to the Purpose, without first obtaining the written agreement of the Discloser.

3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.

4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or

b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.

5. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

6. The Recipient will, on request from the Discloser, destroy all copies and records of the Confidential Information.

7. The undertakings in clauses 2 and 3 will continue in force for 3 years from the date of this Agreement.

9. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Discloser

Executed and Delivered as a Deed by

**[name of Discloser]** acting by

**[name of director],** a director,

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Address of witness

Recipient

Executed and Delivered as a Deed by

**Runware Ltd** acting by

**[name of director],** a director,

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of witness

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Address of witness