

## NON DISCLOSURE AGREEMENT

This Agreement is made as of June 2017 by and between:

**The Direct Marketing Association (UK) Limited** whose registered office is at 70 Margaret Street, London W1W 8SS ("the DMA") and <<**TENDER COMPANY**>> whose registered office is at <<tender company address>> ("the Company") (each individually a "Party" and collectively the "Parties").

WHEREAS:

In connection with the work on the email marketing which the Company is carrying out for the DMA ("the Project"), each Party may find it necessary to disclose Confidential Information (as defined below) to the other; and

Whereas the Parties wish to provide the terms upon which such Confidential Information will be disclosed by each Party and received and protected by the other Party hereunder;

NOW THEREFORE, THE Parties agree as follows:

1. "Confidential Information" means, with respect to each Party, information, in whatever form disclosed by the Party, which relates to that Party or to the Project, including without limitation the names and details of the winners of the DMA Awards, business and technical information and data, which, although not directly related to the Project, is nevertheless disclosed in written or other tangible form during the Project or otherwise.
2. Each Party shall use the Confidential Information of the other party only for the purpose of performing the work related to the Project and shall protect such Confidential Information for disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance but in any case using no less than a reasonable degree of care. Each Party may disclose the other Party's Confidential Information to its officers, employees, advisers and agents who have a need to know, for the purposes of performing the work related to the Project providing such officers, employees, advisers and agents are bound to protect the received Confidential Information from unauthorised use and disclosure and are made aware of the terms of this agreement.
3. Confidential Information disclosed by either Party under this Agreement (including information stored in a computer or held in electronic storage media) shall be and remain the property of the Party disclosing hereunder. Upon the written request of either party the Company agrees to destroy such Confidential Information and upon destruction, certify in writing to the other Party that all such Confidential Information has been destroyed. No licenses or rights under any patent, copyright or trademark are granted or to be implied by this Agreement.

4 Without the prior written consent of the other Party, neither Party will disclose to any third party any information regarding the Project, including without limitation the fact that discussions are occurring concerning the Project, any of the terms or conditions relating to the Project being discussed by the Parties or the existence of this Agreement.

5 The Parties acknowledge that the Confidential Information belonging to either Party is a unique and valuable asset of that Party and disclosure in breach of this Agreement would result in irreparable injury that could not be remedied by monetary damages. Therefore, the Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, the disclosing Party shall be entitled to an injunction or specific performance of this Agreement or other equitable remedy available to it prohibiting any such breach by the other Party Any such equitable relief shall be in addition to and not in lieu of any other appropriate relief at law to which the disclosing Party may be entitled.

6 This Agreement shall become effective upon signature by both Parties and shall expire at the conclusion of the Project. Notwithstanding such expiration, all obligations hereunder shall survive with respect to disclosure of Confidential Information.

7 This Agreement:

- a. Is the complete agreement of the Parties concerning the subject matter hereof and supersedes any and all prior agreements, understandings or discussions with respect to the subject matter hereof;
- b. Shall not be construed to create any obligation of either Party to retain the services or to compensate the other Party in any manner;
- c. May not be amended in any manner, except in writing signed by the Parties;
- d. Shall be governed by the law of England and Wales, and the Parties agree to submit to the non-exclusive jurisdiction of the High Court in England.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorised representative.

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Signature

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Name

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Title  
For and on behalf of  
The DMA (UK) Ltd

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Signature

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Name

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Title  
For and on behalf of  
<<TENDER COMPANY>>