



UNISEMPIRE
EVOLUTIONS GROUP.



UNISEMPIRE EVOLUTIONS GROUP

Registration Number: 09975227

32 South Parade, Mollison Way,

Edgware, Middlesex,

United Kingdom - HA8 5QL,

unishost@gmail.com

www.unishost.com

Non disclosure agreement

DATE

PARTIES

1. UNISEMPIRE EVOLUTIONS GROUP – collaborated with Unishost Ltd, Unissense Ltd, Unisdrive Ltd, Unislance Ltd, Uniswings Ltd, Unistronics Ltd, Unisillusions Ltd, A2 Education Ltd a company incorporated in England and Wales (registration number 09975227) having its registered office and its principal place of business at 32 South Parade, Mollison Way, Edgware, Middlesex, England, HA8 5QL a partnership established under the laws of England and Wales having (the "**Disclosor**"); and

2. (Full Name) /

Company:

(ADDRESS) /

Company:

(Holding ID) Number / Letters:

Form of ID:

In the country of:

(the "**Recipient**").

AGREEMENT

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this Agreement:

- (a) "**Agreement**" means this agreement, and any amendments to this agreement from time to time;
- (b) "**Business Day**" means any weekday other than a bank or public holiday in [England];
- (c) "**Disclosor Confidential Information**" means:
 - (i) any information disclosed by or on behalf of the Disclosor to the Recipient during the Term or at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (A) was marked as "confidential"; or
 - (B) should have been reasonably understood by the Recipient to be confidential;
 - (ii) the terms of this Agreement will be confidential
 - (iii) Any sort of such works carried out and the use of any portals or interaction and voice conferences with colleagues, employees and clients should be treated as confidential



information no such discussions should be discussed regarding salary matters. (Note: Only if permission given by diclosers in writting this may happen).

- (d) **"Effective Date"** means the date of execution of this Agreement;
- (e) **"Permitted Purpose"** means on specific confidential information may be used with other staff members allocated with the recipient.
- (f) **"Personal Data"** has the meaning given to it in the Data Protection Act 1998; and
- (g) **"Term"** means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force indefinitely subject to termination in accordance with Clause 10.

3. Consideration

- 3.1 The Recipient has entered into this Agreement, and agrees to the provisions of this Agreement, in consideration for the payment by the Disclosor to the Recipient of the sum of *GBP 1.00*, receipt of which the Recipient now acknowledges.

4. Recipient's confidentiality obligations

- 4.1 The Recipient must:
 - (a) keep the Disclosor Confidential Information strictly confidential;
 - (b) not disclose the Disclosor Confidential Information to any person without the Disclosor's prior written consent.
 - (c) use the same degree of care to protect the confidentiality of the Disclosor Confidential Information as the Recipient uses to protect the Recipient's own confidential information of a similar nature, being at least a reasonable degree of care;
 - (d) act in good faith at all times in relation to the Disclosor Confidential Information; and
 - (e) not use any of the Disclosor Confidential Information for any purpose other than the Permitted Purpose.
- 4.2 Notwithstanding Clause 4.1, the Recipient may disclose the Disclosor Confidential Information to the Recipient's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Disclosor Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Disclosor Confidential Information.



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- 4.3 This Clause 4 imposes no obligations upon the Recipient with respect to Disclosor Confidential Information that:
- (a) is known to the Recipient before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the Recipient; or
 - (c) is obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality.
- 4.4 The restrictions in this Clause 4 do not apply to the extent that any Disclosor Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Recipient on any recognised stock exchange.
- 4.5 Upon the termination of this Agreement, the Recipient must immediately cease to use the Disclosor Confidential Information.
- 4.6 The Recipient must destroy immediately or return to the Disclosor (at the Disclosor's option) all media containing Disclosor Confidential Information, and must irrevocably delete the Disclosor Confidential Information from its computer systems.
- 4.7 The provisions of this Clause 4 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

5. Recipient's publicity obligations

- 5.1 The Recipient must not make any public disclosures relating to this Agreement or the subject matter of the Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Disclosor.

6. Intellectual property rights

- 6.1 Nothing in this Agreement shall constitute an assignment or transfer of any of the Disclosor's intellectual property rights.
- 6.2 Nothing in this Agreement shall constitute a licence of any of the Disclosor's intellectual property rights.

7. Warranties

- 7.1 The Disclosor warrants to the Recipient that it has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement.
- 7.2 The Recipient warrants to the Disclosor that it has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement.
- 7.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no



other warranties or representations concerning the subject matter of this Agreement will be implied into the Agreement or any related contract.

8. Indemnity

8.1 The Recipient shall indemnify and shall keep indemnified the Disclosor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Disclosor and arising directly or indirectly as a result of any breach by the Recipient of this Agreement.

9. Data protection

9.1 The Disclosor warrants to the Recipient that it has the legal right to disclose all Personal Data that it does in fact disclose to the Recipient under this Agreement, and that the processing of that Personal Data by the Recipient for the Permitted Purpose in accordance with this Agreement will not breach any applicable data protection or data privacy laws (including the Data Protection Act 1998).

9.2 To the extent that the Recipient Processes Personal Data disclosed by the Disclosor, the Recipient warrants that:

- (a) it will act only on instructions from the Disclosor in relation to the processing of that Personal Data;
- (b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of that Personal Data and against loss or corruption of that Personal Data; and

10. Termination

10.1 Either party may terminate this Agreement by giving at least 7 days' written notice of termination to the other party.

11. Effects of termination

11.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4, 5, 8, 11, 12 and 13.

11.2 The termination of this Agreement shall not affect the accrued rights of either party.

12. General

12.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

12.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless



that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 12.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 12.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 12.5 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.
- 12.6 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 12.7 Subject to Clause 12.6, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 12.8 This Agreement shall be governed by and construed in accordance with English law and country: law.
- 12.9 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

13. Interpretation

- 13.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 13.2 The Clause headings do not affect the interpretation of this Agreement.
- 13.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

EXECUTION

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

SIGNED BY UNISEMPIRE EVOLUTIONS GROUP LTD on _____, the Disclosor.

UNISEMPIRE EVOLUTIONS GROUP LIMITED

Registered office address:

..... 32 South Parade, Mollison Way

Edgware, Middlesex,

England, HA8 5QL

Company number 09975227



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Verification Signature:-

SIGNED BY (NAME):

Address /
Company:

Holding ID Number / Letters:

Form of ID:

In the country of:

On the DATE: _____, the (Recipient)

Proof of ID and Address:

INSERT COPY OF ID IMAGE / SCAN:

Please note if you are unable to insert copy here please kindly attach your proof of ID to this Document.

Verification Signature:

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CLICK SUBMIT HERE to redirect you to our website and submit a Ticket
Please attach this form along with you Copy of Proof of ID and Address.

SUBMIT HERE

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