**CONFIDENTALITY DISCLOSURE AGREEMENT**

1. In these Conditions: i: "Company" means The Listening Centre, ii: “Customer” means a nominated representative of xxx, iii: "Client" means any employee of xxx with whom the Company enters into a contract subject to conditions agreed in the current Contract Service Agreement between xxx and The Listening Centre.
2. On the understanding that the Company and the Customer are agreed that all information, whether oral, written or otherwise, that is supplied in the course or as a result of any contract shall be treated as confidential by the receiving party.
3. The receiving party undertakes not to use the information for any purpose, other than for the purpose of considering the said collaboration, without obtaining the written agreement of the disclosing party.
4. This Agreement applies to both technical and commercial information communicated by either party.
5. This Agreement does not apply to any information in the public domain or which the receiving party can show was either already lawfully in their possession prior to its disclosure by the other party or acquired without the involvement, either directly or indirectly, of the disclosing party.
6. Either party to this Agreement shall on request from the other return any documents or items connected with the disclosure and shall not retain any unauthorized copies or likenesses.
7. This Agreement, or the supply of information referred to in paragraph 2, does not create any licence, title or interest in respect of any Intellectual Property Rights of the disclosing party.
8. Details of Clients invoiced for will be provided via the Company’s secure portal. Access to this data will only be for audit purposes. The nominated custodian of this data will maintain the Clients anonymity from any other representative of the Client.
9. After two years from the date thereof each party shall be relieved of all obligations under this Agreement.

We agree to the above terms and conditions.

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

Sharon McCormick Date

For and on Behalf of The Listening Centre

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

xxx Date

For and on behalf of xxx