

Contractor Confidentiality Agreement

The Contractor wishes to access information using or concerning any of M3 Products licensed to the Customer and in consideration of the Distributor agreeing to permit such access has agreed to keep such information confidential in accordance with the terms of this Agreement.

1. In this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"Customer"	means the organisation licenced by the Distributor to use the M3 Products that is identified on the Order as the Customer of the Contractor;
"Contractor"	means the organisation identified on the Order that is contracted to provide services to the Customer, which may include works or consultancy services
"Confidential Information"	means all documents relating to any M3 Products provided in connection with the Purpose, whether in written or pictorial form, orally or electronically;
"Discloser"	means the Distributor or the Customer;
"Distributor"	means M3 Housing Limited, a company registered in England and Wales under Company Number 04966582 whose registered office is at 5 Commonsides East, Mitcham, Surrey CR4 2QA;
"M3 Products"	means any of the Products sold by M3 Housing including "The NHF Schedule of Rates", "Cyclical Servicing Maintenance Modules", "Standard Minute Values", "Repairs Ordering Schedule", "Viper", and "Foremaster", and any other products listed for sale on their website at www.m3h.co.uk ;
"Order"	means an electronic order form, completed by the Contractor and submitted to the Distributor via the website at www.m3h.co.uk that identifies the Contractor and their Customer in accordance with this Agreement;
"Purpose"	means the operation of a repairs and maintenance service to the Customer

Grant

2. In consideration of the Contractor agreeing to the terms of this Agreement, the Distributor grants to the Contractor access to the Confidential Information for the Purpose and only in accordance with the terms of this Agreement.
3. The Distributor will issue the Contractor with a sub-licence number to identify this Agreement.

Confidential Information

4. The Contractor agrees to only use the Confidential Information for the Purpose, agrees to maintain the Confidential Information in confidence and (other than as set out in this Agreement) agrees not to divulge any of the Confidential Information to any third party without the Discloser's prior written permission.
5. The Contractor will restrict access to the Confidential Information only to those of its employees who need to access the Confidential Information for the Purpose and will

procure that all employees to whom the Confidential Information is disclosed will keep the same confidential and use it solely for the Purpose.

6. The Distributor warrants that it owns or is otherwise entitled to use all proprietary rights (including copyright, trade marks, patents and all other intellectual property rights) in the Confidential Information and that any disclosure of the Confidential Information, made in accordance with this agreement, will not be in breach of the rights of any third party.
7. The Contractor acknowledges that the Distributor (or the Distributor's third party licensors) own all proprietary rights (including copyright, trade marks, patents and all other intellectual property rights) in the Confidential Information. Save to the extent that the Contractor is entitled to use the Confidential Information for the Purpose, the disclosure of the Confidential Information shall not be deemed to transfer any right, title or interest in the Confidential Information to the Contractor.
8. The Contractor will only take such copies or extracts of the Confidential Information (including reducing the Confidential Information to writing in any form) as are reasonably necessary for the Purpose. The Contractor shall at the Discloser's request return (or at the Discloser's discretion, destroy and confirm such destruction of) all or any of the documents or other material containing or embodying the Confidential Information together with all copies and extracts taken by the Contractor. The Contractor shall arrange for the return of the same by any third party to whom disclosure of any of the Confidential Information has been made as permitted by this Agreement.
9. The restrictions on use or disclosure of the Confidential Information will not apply to:
 - 9.1 any information which is generally available to the public (provided this is not as a result of a breach of this Agreement or any other duty of confidentiality);
 - 9.2 any information received by the Contractor from third parties who are not subject to any confidentiality obligations in respect thereof;
 - 9.3 any information which is independently or lawfully developed by the Contractor without the use of the Confidential Information;
 - 9.4 any information which is required by law to be disclosed pursuant to an order of a Court or equivalent authority.
10. The Parties acknowledge and agree that:
 - 10.1 neither the Discloser, nor their employees, advisers, agents or officers make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any related oral communication; and
 - 10.2 the provisions of this Agreement shall continue in effect notwithstanding any decision by either party to this Agreement not to proceed with any further work relating to the Purpose.
11. The Parties agree that the obligations of confidentiality and non-use imposed pursuant to this Agreement shall apply for a period of twenty (20) years from the date hereof.
12. The Contractor acknowledges that the Confidential Information is highly confidential and commercially sensitive, that disclosure may cause irreparable damage to the Distributor and their business and that damages alone would not be an adequate remedy for any breach by the Contractor of the provisions of this Agreement. Accordingly, without prejudice to any and all other rights or remedies that the Distributor might have, the Distributor shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.

Indemnity

13. The Contractor agrees that it will keep the Distributor fully indemnified in respect of all losses, costs, expenses, claims and demands incurred by the Distributor or brought against the Distributor arising out of any breach of the Contractor's obligations contained in this Confidentiality Agreement, including costs incurred by the Distributor in enforcing performance of such obligations.

Third Party Rights

14. Except as provided in this paragraph, this Confidentiality Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else. A person or entity which is not a party to this Confidentiality Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Confidentiality Agreement.

Entire Agreement

15. The terms set out in this Agreement constitute the entire agreement and understanding between the Parties with respect to the Confidential Information and supersede and cancel any prior representation, understanding and commitment (whether oral or written) between the Parties with respect to the Confidential Information. The terms of this Agreement can only be varied by the agreement of the Parties in writing.

Severance

16. If at any time any provision of this Agreement is found to be illegal, unenforceable or invalid in whole or in part then the remaining portions of such provisions and other provisions of this Agreement continue to be binding and in full force and effect.

Jurisdiction

17. This Agreement shall be construed in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any disputes which may arise in connection with this Agreement.