

Ward Solutions

Non-Disclosure Agreement

Ward Solutions Ltd
Unit 2054, Castle Drive,
Citywest Business Campus,
Dublin 24

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BETWEEN

WARD SOLUTIONS LIMITED having its registered offices at Unit 2054, Castle Drive, Citywest Business Campus, Dublin 24, Ireland ("**Ward**")

AND

THE CLIENT NAMED IN THE SOW/SLA or QUOTE AS THE CASE MAY BE (the "**Company**")

(For the purposes of this Agreement both the Company and Ward are collectively referred to as the "Parties" and individually as the "Party").

WHEREAS:-

- A. Both Parties wish to disclose to each other certain commercial, financial and technical information concerning their respective business and/or activities which has not been made available to the public for the purpose of exploring the engagement by the Company of Ward to provide certain services to the Company (the "Purpose"). In the event that the Company proceeds to engage Ward to provide those services this Agreement shall extend to all Confidential Information disclosed during the engagement and the meaning of Purpose shall be construed accordingly. Any such information which is disclosed by one Party to the other whether orally or in writing and is explicitly visibly marked by the Disclosing Party or explicitly notified to the Receiving Party as being "Confidential" or "Commercial in Confidence" at the time that it is disclosed is for the purposes of this Agreement Confidential Information and the disclosure of same by the Receiving Party will be governed by the terms of this Agreement.
- B. Both Parties wish to ensure that both of them shall maintain the confidentiality of all such Confidential Information so disclosed, at all times and as hereinafter provided.
- C. For the purpose of this Agreement the Party disclosing such Confidential Information shall be referred to as the Disclosing Party and the Party receiving the Confidential information shall be referred to as the Receiving Party.

NOW THEREFORE, in consideration of their mutual covenants and other valuable consideration which is hereby acknowledged **THE PARTIES HEREBY UNDERTAKE AS FOLLOWS:-**

Confidentiality

1. The Receiving Party hereby agrees to maintain as confidential and agrees not to use any part of the Confidential Information directly or indirectly disclosed by the Disclosing Party or

information which the Receiving Party has gained from such disclosure other than in accordance with the terms and conditions of this Agreement.

2. The Receiving Party agrees not to use the Confidential Information other than for the Purpose described.
3. Both parties shall endeavour to keep to a minimum the amount of information that is furnished to the other upon which restrictions as to confidentiality are imposed.
4. The Receiving Party agrees that it shall safeguard the Disclosing Party's Confidential Information including at a minimum take all steps that it takes to protect its own Confidential Information.
5. Upon the Receiving Party becoming aware that any of the Confidential Information has been disclosed to, or obtained by, a third party otherwise than as permitted by this Agreement, the Receiving Party shall use all reasonable endeavours to notify the Disclosing Party of such unauthorised disclosure as soon as reasonably practicable, and provide the Disclosing Party with full details.

Return of Confidential Information

6. Subject to paragraph 6 below, the Receiving Party will promptly on the Receiving Party receiving a demand in written or electronic form from the Disclosing Party or on its behalf by an authorised officer to do so:
 - (i) (at the Receiving Party's option) either return to the Disclosing Party or confirm in writing that all Confidential Information and all copies reproductions or extracts thereof or any part thereof have been destroyed, except any Confidential Information destroyed in accordance with paragraph 6(iii) below;
 - (ii) to the extent reasonably practicable, expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed by the Receiving Party or any of its Representatives save that there shall be no requirement to expunge Confidential Information saved as part of any automated back-up or archiving process; and
 - (iii) subject to paragraph 7, destroy all notes, analyses, compilations, studies, memoranda and other documents containing or reflecting or generated from any Confidential Information prepared by the Receiving Party or any of its Representatives and the Receiving Party will confirm to the Disclosing Party that to the best of its knowledge, information and belief,

having made all proper enquiries, this undertaking has been complied with.

7. The Receiving Party and its Representatives shall be entitled to retain Confidential Information which the Receiving Party is required by applicable laws or regulations to retain for compliance purposes only, provided that any such retention shall not be for any period longer than that required by such laws or regulations and also that any such Confidential Information retained shall remain subject to the duties of confidentiality in relation to such Confidential Information contained in this Agreement.
8. On request, the Receiving Party shall supply a certificate signed by any of its directors or other authorised representatives confirming that, to the best of his knowledge, information and belief, having made all proper enquiries, the requirements of paragraphs 6 and 7 have been fulfilled.

Employees

9. The employees of the Receiving Party shall before any Confidential Information is disclosed to them, be informed of the Receiving Party's obligations under this Agreement and provide to the Receiving Party an enforceable undertaking in terms at least as binding upon the said employees as each Party is bound to the other under this Agreement.

Third Parties

10. The Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, such consent not to be unreasonably withheld. However, the Client accepts and agrees that Ward may share the Confidential Information in accordance with Appendix 1.
11. Prior to disclosing the Confidential Information, the Receiving Party must obtain from the third party a duly binding Agreement on terms at least as binding upon the third party as both Parties are bound hereunder and which terms between the Receiving Party and the third party must be approved in advance in writing by the Disclosing Party.

Exceptions

12. The restrictions on the use or disclosure of Confidential Information and return thereof as detailed above shall not apply to any information:-
 - (a) which at the time of disclosure by the Disclosing Party is already in the possession of the Receiving Party; or

- (b) which at the time of disclosure by the Disclosing Party is, or thereafter becomes through no fault of the Receiving Party, public knowledge; or
- (c) which after disclosure by the Disclosing Party is lawfully received by the Receiving Party from a third party who has the right to disclose such information to the Receiving Party; or
- (d) which the Disclosing Party agrees in writing is free of such restrictions; or
- (e) which is required to be disclosed by law or the regulations of a stock exchange or regulatory authority or ruling of a Court or an administrative body of competent jurisdiction and the Disclosing Party has, to the extent permitted by law, been given notice of such order so that the Disclosing Party may, at the Disclosing Party's cost, seek an order preventing disclosure. If the Receiving Party is unable to inform the Disclosing Party before any such Confidential Information is disclosed, the Receiving Party will (to the extent permitted by law) use all reasonable endeavours to promptly inform the Disclosing Party of the full circumstances of the disclosure or announcement and the information that has been disclosed immediately after such disclosure or announcement is made.

Remedies

13. Both Parties recognise that the unauthorised disclosure of Confidential Information will diminish the value of the Disclosing Party's proprietary interest in the Confidential Information. Therefore, both Parties agree that if the Receiving Party breaches any of its obligations under this Agreement that monetary damages would be inadequate to compensate the Disclosing Party for such breaches. Therefore the Parties agree that in addition to any other remedies that may be available in law, in equity or otherwise (including for the avoidance of doubt monetary damages), the Disclosing Party shall be entitled to claim injunctive relief to enforce the provisions of this Agreement without any requirement to post a bond or other security.
14. The limitations of liability set out in the Terms shall apply to this confidentiality agreement.

Scope

15. Neither this Agreement nor the disclosure or receipt of Confidential Information nor any subsequent discussions between the Parties shall constitute or imply any promise or intention to create any obligations on either Party other than those expressly stated herein and the parties shall not be obligated to enter into any further agreement relating to the Purpose.
16. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever.

17. Where applicable, each Party understands and acknowledges that the other may provide, engage in or contemplate providing or engaging in activities which are or may be competitive with the activities of the other, and nothing in this Agreement prohibits either party from providing and/or engaging in such competitive activities, or from entering into discussions with third parties concerning matters similar to those contemplated by this Agreement provided that they shall not use, reference or disclose to any third parties the Confidential Information received by them pursuant to this Agreement.
18. No right, licence, title or interest of any nature in or relating to any intellectual property right of the Disclosing Party shall be deemed to be conferred by this Agreement or by any disclosure of the Confidential Information except the limited right to review the Confidential Information in connection with the Purpose.

Term

19. The obligations as to confidentiality contained in this Agreement shall continue in force notwithstanding the cessation of the Purpose. The provisions of this clause are subject always to clause 12.

Waiver

20. No neglect, delay or indulgence by either Party in enforcing any provision of this Agreement shall be construed as a waiver and no single or partial exercise of any right or remedy shall affect or restrict the further exercise or enforcement of any such right or remedy.

Notice

21. Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant Party or sent by pre-paid registered post to the address of that Party specified in this Agreement or such other address as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding any change of address not so notified. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 24 hours after posting, if by delivery when left at the relevant address.

Assignment

22. This Agreement is specific to the Parties and the rights and obligations hereunder may not be assigned in whole or in part by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld.

Counterpart

23. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of the Agreement and all of which taken together shall be deemed to constitute one and the same Agreement.

Entire Agreement

24. This agreement constitutes the entire understanding between the Parties hereto as regards the Confidential Information.

Amendment

25. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorised officers or representative.

Severance

26. Each of the terms of this Agreement are severable and distinct from the others and, if any provision is, or, at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Agreement but the validity, legality or enforceability of the remaining parts of this Agreement shall not be affected or impaired, it being the Parties intention that every provision of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Governing Law and Jurisdiction

27. This agreement shall be governed and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction to the Courts of Ireland.

In witness whereof, the parties have executed this Agreement on the respective dates entered below

COMPANY

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Witness Signature: _____

Witness Name
(Print): _____

WARD

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Witness Signature: _____

Witness Name
(Print): _____

Appendix 1

The Client understands that in accordance with the Ward's obligations to PCI Security Standards Council LLC that any reports (including but not limited to a Report on Compliance, Attestation of Compliance) or information generated or gathered by Ward in connection with the performance of the Purpose may be shared with PCI SSC and/or Participating Payment Brands. To the extent any Participating Payment Brand obtains such reports they may disclose the reports or information on an as needed basis to other Participating Payment Brands and to such Participating Payment Brands' respective financial institutions and insurers and to relevant governmental and law enforcement inspectors, regulators and agencies.

The Client understands that to the extent any Participating Payment Brand obtains such reports or information as described above such Participating Payment Brand may disclose (a) such reports or information on an as needed basis to other Participating Brands and to such Participating Brands respective Financial Institutions and Issuers and to relevant governmental, regulatory and law enforcement inspectors, regulators and agencies and (b) that such Participating Payment Brand has received a Report on Compliance and other information with respect to us/our company and whether the Report on Compliance or other report was satisfactory.

The Client understands that in addition the Client may disclose such information relating to the Client as necessary to comply with its obligations and requirements to allow audits by PCI SSC.

The Client hereby consents to the disclosure of the information described above to PCI SSC and /or the Participating Payment Brands and onward forwarding of the information by PCI SSC and/or the Participating Payment Brands as described above.

This Appendix shall take precedence over the body of the Non-Disclosure Agreement.

***Participating Payment Brands" means American Express, Discover MasterCard, and Visa and such other brands as may be added from time to time by PCI SSC.