## This **MUTUAL CONFIDENTIALITY AGREEMENT** is made the 28th day of January 2021

**BETWEEN:**

1. Inyanga Maritime Ltd a company registered in [UNITED KINGDOM] (with company number 10699999]) whose registered office is (Penstraze Business Centre, Penstraze, Truro, TR48PN] ("Inyanga Maritime”)

1. [ENTER COMPANY NAME] a company registered in [ENTER COUNTRY OF COMPANYY REGISTRATION] (with company number [ENTER COMPANY NUMBER]) whose registered office is [ENTER COMPANIES REGISTERED ADDRESS] ([ENTER COMPANY SHORT NAME])

(each a “**Party**” or together the “**Parties**”).

**WHEREAS:**

Inyanga Maritime is in the business of [offshore/subsea engineering and technology development] and ENTER COMPANY SHORT NAME is in the business of [ENTER BRIEF DESCRIPTION OF COMPANY MAIN AREA OF BUSSINESS/SERVICES]. ENTER COMPANY SHORT NAME and Inyanga Maritime have agreed to disclose certain confidential information relating to their respective businesses and specifically in relation to [the development of grant applications for Inyanga Maritime’s Tidal Hydrogen Production Storage and Offtake (THyPSO) technology] (the “**Purpose**”). This Agreement sets out the terms and conditions upon which the Parties agree to disclose such information to each other.

**IT IS AGREED AS FOLLOWS:**

1. For the purposes of this Agreement “**Confidential Information**” shall mean any and all information and any intellectual property rights therein, which is not publicly known, in whatsoever form including without limitation [\*data, know-how, formulae, processes, designs, photographs, drawings, patterns, plans, models, specifications, software programs and software applications, samples, computer output or other materials or records] or other information, whether written or oral, whether of a commercial, business, financial or technical nature, disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether belonging to the Disclosing Party, any of its Affiliates (meaning any subsidiary, subsidiary undertaking or holding company of the Disclosing Party, and any subsidiary or subsidiary undertaking of such holding company for the time being as defined in section 1159 of the Companies Act 2006) or any other third party as well as information which can be obtained by the Receiving Party through the examination, testing and analysis of any hardware or material substance or any component part of such hardware or material substance belonging to the Disclosing Party, any of its Affiliates or any third party.
2. In consideration of the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party hereby undertakes:-
3. to only use such Confidential Information for the Purpose and no other purpose, save for any additional purpose which may be specifically authorised in writing by the Disclosing Party from time to time (and only then to the extent that the written permission allows);
4. to hold in confidence and not divulge to any third party, other than its Affiliates [and in the case of [Party A / B] to [Name of client / sub-contractor / other party not defined as a Representative] concerned or engaged in the Purpose (“the **Permitted Recipients**”)], any Confidential Information without the prior written consent of the Disclosing Party;
5. to restrict disclosure of all Confidential Information to [the Permitted Recipients and] such of its [and their] directors, officers, employees, professional advisers, counsel and lenders or other provider of funds (collectively, “**Representatives**”) who are directly concerned in the Purpose or any associated negotiations, whose knowledge of such information is essential for the Purpose and who agree to comply with the provisions of this Agreement;
6. to use its best endeavours to enforce a Representative’s compliance with this Agreement; and
7. that in any case where it is authorised by the Disclosing Party to disclose Confidential Information to a third party, to only make such disclosure on terms no less onerous than those contained in this Agreement.

The Receiving Party shall be responsible for all Confidential Information disclosed to any other parties or individuals and accepts responsibility for any unauthorised use of disclosure of such information by such parties or individuals.

1. There shall be no obligation to preserve the confidentiality or be restricted in the use of information which the Receiving Party can show:-
2. to be in or subsequently entering into the public domain other than by breach of this Agreement by the Receiving Party or any of its Representatives; or
3. to have already been in the lawful possession of the Receiving Party prior to disclosure by the Disclosing Party and which was not acquired directly or indirectly from the Disclosing Party or its Affiliates; or
4. to be independently developed by a Representative of the Receiving Party to whom no disclosure of Confidential Information has been made; or
5. has been disclosed to the Receiving Party without restriction by a third party having the full right to disclose; or
6. is required to be disclosed by law, regulation, the rules of any listing authority or securities exchange on which the shares of the Receiving Party or any company within the Receiving Party’s group are listed or traded, or a government authority or other authority with relevant powers, in which case the disclosure should be made in consultation with the Disclosing Party or the owner, as the case may be, and taking into account its reasonable requirements as to timings and content.
7. To preserve the confidentiality and restrict the use of Confidential Information disclosed hereunder, the Receiving Party shall utilise the same degree of care as it uses to preserve the confidentiality and restriction of the use of its own confidential information of like importance and further shall:-
8. Not Used ;
9. inform each of the Representatives to whom the Confidential Information is disclosed of the confidential nature of the Confidential Information and of the obligations on the Receiving Party in respect thereof;
10. only make copies of the Confidential Information to the extent that the same may be strictly required for the Purpose.
11. The Parties agree that this Agreement does not constitute an offer by the Disclosing Party or its Affiliates on its behalf nor does it oblige either Party to enter into an agreement in relation to the Purpose. Any further agreement will be subject to the Parties’ mutual agreement.
12. All Confidential Information provided to the Receiving Party under or in connection with this Agreement and all intellectual property and any other rights therein shall at all times remain the property of the Disclosing Party. The Receiving Party shall acquire no rights whatsoever to or in the Confidential Information disclosed to it by the Disclosing Party.
13. The Receiving Party acknowledges that the Confidential Information is important to the Disclosing Party and an award of damages may be an insufficient remedy in the event of any breach hereof by the Receiving Party and that the Disclosing Party may seek injunctive relief as appropriate when it suspects a breach by the Receiving Party.
14. The Receiving Party agrees and acknowledges that the Disclosing Party and its Representatives:-
15. make no representations or warranties, express or implied, as to the accuracy, reliability or completeness of the Confidential Information;
16. have no responsibility whatsoever for any loss or damage suffered by the Receiving Party or any third party or person thereof in connection with the use of or reliance on the Confidential Information;
17. no right or licence is granted to the Receiving Party in relation to the Confidential Information except as set out in this Agreement; and
18. the Receiving Party is acting as a principal on its own account and not on behalf of any other party in respect of the Purpose.
19. All documents and property and copies thereof and other materials in the possession, custody or control of the Receiving Party (or of any third party to whom the Receiving Party has disclosed such information with or without the permission of the Disclosing Party) that bear or incorporate any part of the Confidential Information shall, upon the termination of this Agreement or on the request of the Disclosing Party made at any time, be returned to the Disclosing Party immediately or dealt with as instructed by the Disclosing Party or, in relation to electronic documents or files thereof containing Confidential Information, be erased so as to make the erased data permanently irretrievable or dealt with as instructed by the Disclosing Party.
20. The terms of this Agreement shall be binding on each Party for three (3) years from the date of this Agreement, expiring automatically upon the expiry of that term, unless the Parties agree to extend the same by mutual written consent.
21. Neither Party shall assign any of its rights or obligations hereunder to a third party, other than its Affiliates, without the prior written consent of the other Party.
22. Both Parties shall treat the contents and existence of this Agreement as if it were Confidential Information.
23. No failure or delay by a Party in exercising any rights or remedies under this Agreement or by law shall constitute a waiver of that right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy. No single or partial exercise of any right or remedy under this Agreement or by law shall prevent or restrict the future exercise of that or any other right or remedy.
24. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and cannot be amended, except by written agreement between the Parties.
25. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
26. This Agreement shall be governed and interpreted in accordance with the laws of England.
27. The courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Agreement (respectively, “**Proceedings**” and “**Disputes**”) and, for these purposes, each Party:-
28. Irrevocably submits to the jurisdiction of the courts of England;
29. Irrevocably waives any objection it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes; and
30. Agrees not to claim that the courts of England are not a convenient or appropriate forum.

This Agreement has been entered into on the last date stated here below

Signed for and on behalf ofSigned for and on behalf of

**[Enter Company Name] Inyanga Maritime Limited**

SIGNATURE………....................................................... SIGNATURE 

NAME ………………………….………………… NAME ………………Richard Parkinson……………………

TITLE ……………………………….………………… TITLE ………………Managing Director.……………………

DATE ………………….………………………… DATE ……………………28/01/2021……………….