



Non-Disclosure Agreement

Agreement dated

Parties

- 1 **ABS Cornwall Ltd**, a company incorporated in the United Kingdom Registration No. 10988933, and registered office at Deer Park Farm, Lucket, Callington, Cornwall, United Kingdom, PL17 8NW, ("**ABS Cornwall**")
- 2 **[Company]** of [Address], ("**the Recipient**")

Background

- A Saved and Safe possesses certain highly sensitive and confidential trade secrets, plans, policies, strategies, ideas, know-how, concepts, information and data pertaining to Saved and Safe ("Confidential Information").
- B The Recipient wishes to receive the Confidential Information solely for the purposes of learning how Saved and Safe operates, and its business model ("the Permitted Purpose").
- C In consideration of the disclosure by Saved and Safe of the Confidential Information, the Recipient has agreed to enter into this Agreement. Saved and Safe is willing to disclose the Confidential Information and the Recipient is willing to receive the Confidential Information on the terms and conditions set forth in this Agreement.

Agreement

1 Commencement and duration

- 1.1 This Agreement shall come into force on the date above and will continue indefinitely, unless terminated on thirty (30) days' written notice by either party.
- 1.2 The limitations on the use of Confidential Information and the obligations of confidentiality imposed by this Agreement shall continue for a period of 5 (five) years from the date of disclosure, and shall survive termination of this Agreement until such time as the parties agree otherwise in writing.

2 Use of Confidential Information

- 2.1 Confidential Information may be disclosed to the Recipient in any manner or form, including verbally, visually, in writing, or in machine-readable form. The parties agree that the Confidential Information is presumed to be confidential unless it is specifically and clearly identified otherwise.

- 2.2 The Recipient shall only use Confidential Information for the Permitted Purpose, and shall not otherwise use any Confidential Information for any purpose which:
- a. is other than the Permitted Purpose;
 - b. is to the financial benefit of the Recipient;
 - c. is in furtherance of competition with Saved and Safe or its business; or
 - d. the Recipient knows or ought reasonably to know is, or is likely to be detrimental to Saved and Safe's interests or business.
- 2.3 The Recipient shall not make copies of any Confidential Information (whether manually, reprographically, or digitally) except as authorised in writing by Saved and Safe.

3 Non-disclosure of Confidential Information

- 3.1 The Recipient shall not disclose, or permit to be disclosed, any Confidential Information to any third party unless required by law or with the prior written consent of Saved and Safe. Where such consent is granted, the Recipient shall ensure that the third party to whom disclosure is made ("Third Party") is bound in writing by the same obligations that apply to the Recipient as if the Third Party were a party to this Agreement.
- 3.2 The Recipient acknowledges that the Confidential Information contains valuable proprietary information of Saved and Safe, and that unauthorised disclosure or use could cause unnecessary commercial loss to Saved and Safe. The Recipient undertakes to protect and preserve the confidential and secret nature of all Confidential Information by guarding the Confidential Information with at least the same standard of care it uses to protect its own confidential information (and shall at least use a reasonable degree of care).
- 3.3 For the purposes of this Agreement, information is not Confidential Information if the Recipient can prove with written documentation that the information is:
- a. already in the public domain at the date of disclosure by Saved and Safe to the Recipient;
 - b. or becomes publicly known through no fault of the Recipient;
 - c. already known to the Recipient without being obtained from Saved and Safe;
 - d. disclosed without restriction to the Recipient by a third party having the full right to disclose that information; or
 - e. independently developed by the Recipient.

4 Disclosure to employees and representatives

- 4.1 The Recipient will not disclose the Confidential Information to its employees, directors, agents, contractors, subcontractors, or other representatives of the Recipient ("Representative") unless, and only to the extent that, disclosure is strictly required to accomplish the Permitted Purpose. The Recipient may only disclose Confidential Information to any such Representative **provided that** the Representative to whom disclosure is made is bound in writing by the same obligations that apply to the Recipient as

if that Representative were a party to this Agreement.

- 4.2 The Recipient shall keep a written record (to be available for viewing by Saved and Safe) of each Representative to whom Confidential Information is disclosed by the Recipient. Any act or omission by any Representative shall be deemed to be an act or omission of the Recipient regardless of whether such Representative was acting within the scope of that Representative's authority.

5 Notification by Recipient

- 5.1 Where the Recipient is required by law to disclose any Confidential Information, or becomes aware of any unauthorised possession, disclosure, or use of any Confidential Information, the Recipient shall provide prompt written notification to Saved and Safe of such disclosure.

6 Return of Confidential Information

- 6.1 Upon written request from Saved and Safe, and on termination of this Agreement, the Recipient undertakes, within ten (10) days to return, destroy, or delete (as appropriate) all Confidential Information and provide written confirmation to Saved and Safe of the return, destruction, or deletion of all Confidential Information (including all copies thereof) in the Recipient's possession or control.

7 Injunctive relief

- 7.1 The parties agree that the Confidential Information is unique and valuable such that a violation by the Recipient of its obligations under this Agreement could cause substantial and irreparable harm to Saved and Safe, for which no adequate remedy at law exists. In addition to any other remedies available, Saved and Safe shall be entitled to seek specific performance and other injunctive and/or equitable relief to enforce the confidence, security, and non-use provisions of this agreement.

8 Intellectual property

- 8.1 All right, title, and interest (including all copyright and other intellectual property rights) in the Confidential Information shall remain the sole and exclusive property of Saved and Safe. The Recipient does not acquire by implication or otherwise any right or title to or licence in respect of any Confidential Information, and shall not contest or dispute Saved and Safe's ownership of Confidential Information at any time.

9 Warranties and indemnities

- 9.1 The parties warrant that they have full authority to enter into and perform this Agreement and to be bound by the conditions contained herein.
- 9.2 The Recipient agrees to indemnify Saved and Safe against all reasonable damages, losses, costs, liabilities, charges, and expenses (including lawyers' fees) incurred by Saved and Safe and arising from any:

- a. breach by the Recipient of its obligations under this Agreement;
 - b. breach of the confidence, security, and non-use provisions of this Agreement by any Representative or Third Party to whom the Recipient discloses Confidential Information;
 - c. use of Confidential Information by the Recipient that incurs or gives rise to liability, damages, or costs under this Agreement.
- 9.3 Saved and Safe does not make any representation or warranty as to the accuracy or completeness of any Confidential Information and, shall have no liability to the Recipient relating to or arising from the use of any Confidential Information. To the extent permissible by law, any implied warranty of fitness for purpose, merchantability or otherwise, is expressly excluded.

10 **General**

- 10.1 This Agreement constitutes the entire understanding between the parties relating to the protection of Confidential Information disclosed under the terms of this Agreement and supersedes all prior and collateral communications, reports, and understandings between the parties relating to the subject matter of this Agreement.
- 10.2 No amendment to this Agreement shall be valid unless it is in writing and signed by the parties.
- 10.3 Neither party may subcontract, assign, or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding on the respective heirs, successors, and permitted assigns of the parties.
- 10.4 This Agreement shall not impose any obligation on any party to enter into any future agreement regarding any Confidential Information or any licensing, development, or other use thereof.
- 10.5 Nothing in this Agreement shall constitute a joint venture or partnership, or any other business, financial, or other relationship between the parties.
- 10.6 The failure of any party at any time to insist upon strict performance of any obligation or provision contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of that same obligation or provision at a future time.
- 10.7 If any provision of this Agreement is held to be invalid or unenforceable then such provision will be severed from this Agreement, and all remaining provisions shall remain in full force and effect.
- 10.8 Neither party will be liable for any delay in meeting or failure to meet its obligations under this Agreement to the extent that such delay or failure is caused by any circumstances or events outside that party's reasonable control.
- 10.9 This Agreement will be governed and interpreted in accordance with United Kingdom law and the parties agree to submit to the non-exclusive jurisdiction of the courts of the United Kingdom.
- 10.10 This Agreement may be executed in two or more counterparts exchanged by PDF file. Each counterpart will be deemed an original and all of the counterparts together will constitute

one and the same instrument.

Execution

Signed by
ABS Cornwall Ltd.

Signed by

Signature:

Signature:



Name: Michael Ross

Name: _____

Title: Managing Director

Title: _____