**NON-DISCLOSURE AGREEMENT SUMMARY**

# THE PARTIES

**Party 1**

|  |  |
| --- | --- |
| **Company Name**  |  SPECTRUM TAILORED TECHNOLOGIES LTD. |
| **Company No.**  |  14316882 |
| **Registered Address**  | RICHMOND HOUSE, 37 EDWARD ST, TRURO, TR1 3RJ |
| **Point of Contact (PoC)**  |  Rachael Malthouse |
| **PoC Email Address**  |  rachaelmalthouse@gmail.com |

**Party 2**

|  |  |
| --- | --- |
| **Company Name**  |  |
| **Company No.**  |  |
| **Registered Address**  |   |
| **Point of Contact (PoC)**  |   |
| **PoC Email Address**  |   |

Party 1 and Party 2 are collectively referred to as “The Parties”.

# PURPOSE

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| --- |
|  Sharing of SPECTRUM TAILORED TECHNOLOGIES LTD. proposed digital platforms technical specification. |

# EXECUTION

The undersigned hereby agree to the terms and conditions set out in the attached Non-Disclosure Agreement:

**Party 1**

|  |  |
| --- | --- |
| **Signature**  |   |
| **Print Name**  |  Rachael Malthouse |
| **Position**  |  Company Director |

**Party 2**

|  |  |
| --- | --- |
| **Signature**  |   |
| **Print Name**  |   |
| **Position**  |   |

# DATE

Date on which this Non-Disclosure Agreement binds the Parties: .

**NON-DISCLOSURE AGREEMENT OPERATIVE TERMS**

# INTERPRETATION

1.1 Terms shown in bold below and on the summary are defined terms:

**Business Day** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

 **Confidential** all confidential information (however recorded, preserved or disclosed)

**Information** disclosed by the Disclosing Party or its Representatives to the Recipient and/or that party’s Representatives including but not limited to:

1. the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
2. any information that would be regarded as confidential by a reasonable business person relating to the operations, processes, product information, know-how, designs, trade secrets or software of the Discloser’s business, and any affairs, customers, clients, suppliers, plans, intentions, designs, inventions or market opportunities of the Discloser;
3. any information, findings, commercialisation or development derived from the Confidential Information; and
4. any other information that is identified as being of a confidential or proprietary nature.

but not including any information that:

1. is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or f) was lawfully in the possession of the Recipient before the information was disclosed to it by the Discloser; or
2. the parties agree in writing is not confidential; or
3. is developed by or for the Recipient independently of the information disclosed by the Discloser.

**Discloser** a party that discloses its Confidential Information, directly or indirectly, to the Recipient or the Recipient’s Representatives.

 **Purpose** as defined in the Summary.

**Recipient** a party that receives Confidential Information, directly or indirectly, from the Discloser.

 **Representatives** in relation to each party:

1. its officers and employees that need to know the Confidential Information for the Purpose;
2. its professional advisers or consultants who are engaged to advise that party in connection with the Purpose;
3. its contractors and sub-contractors engaged by that party in connection with the Purpose; and
4. any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

 **Summary** the front page summary of this Agreement.

* 1. A reference to a statute or statutory provision (including any subordinate legislation) is a reference to it as amended or re-enacted.
	2. A reference to writing or written includes email but not fax.
	3. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

# CONFIDENTIALITY OBLIGATIONS

2.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

2.1.1 keep the Confidential Information secret and confidential;

2.1.2 not use or exploit the Confidential Information in any way except for the Purpose;

2.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement;

2.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser; and

2.1.5 apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

2.2 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

# PERMITTED DISCLOSURE

3.1 The Recipient may disclose the Confidential Information to its Representatives on the basis that it informs those Representatives of the confidential nature of the Confidential Information before it is disclosed and procures that those Representatives comply with the confidentiality obligations in clause 2.1 as if they were the Recipient.

3.2 The Recipient shall be liable for the actions or omissions of the Representatives, in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

3.3 The Recipient may, provided that it has reasonable grounds to believe that the Discloser is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose

the Discloser’s Confidential Information to the Serious Fraud Office without first notifying the Discloser of such disclosure.

# MANDATORY DISCLOSURE

4.1 Subject to the provisions of this clause 4, a party may disclose Confidential Information to the minimum extent required by:

4.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;

4.1.2 the rules of any listing authority or stock exchange on which its shares are listed or traded; or

4.1.3 the laws or regulations of any country to which its affairs are subject.

4.2 Before a party discloses any Confidential Information pursuant to clause 4.1 it shall, to the extent permitted by law, give the Discloser as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 4.2, the party shall take into account the Discloser's requests in relation to the content of this disclosure.

4.3 If a party is unable to inform the Discloser before Confidential Information is disclosed pursuant to clause 4.1 it shall, to the extent permitted by law, inform the Discloser of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

# RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

5.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall promptly:

5.1.1 destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;

5.1.2 erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and

5.1.3 certify in writing to the Discloser that it has complied with the requirements of this clause 5.1.

5.2 Nothing in clause 5.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 5.2.

# RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

6.1 The Discloser reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.

6.2 Except as expressly stated in this Agreement, neither party makes no express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

6.3 The disclosure of Confidential Information by the Discloser shall not form any offer by, or representation or warranty on the part of, the Discloser to enter into any further agreement with the other party in relation to the Purpose.

# INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Discloser may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement. Accordingly, the Discloser shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Recipient.

# NO OBLIGATION TO CONTINUE DISCUSSIONS

Nothing in this Agreement shall impose an obligation on the Discloser to continue discussions or negotiations in connection with the Purpose, or an obligation on the Discloser to disclose any information (whether Confidential Information or otherwise) to the Recipient.

# ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS

9.1 If the Discloser decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient in writing immediately.

9.2 Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 9.1, each party's obligations under this Agreement shall continue in full force and effect for a period of two years from the date on which the Agreement is terminated or expires.

# NO PARTNERSHIP OR AGENCY

10.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

# ENTIRE AGREEMENT AND VARIATION

11.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

11.3 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

# NO WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

# ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign, sub-contract, or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it.

# NOTICES

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

|  |  |
| --- | --- |
| **Delivery method**  | **Deemed delivery date and time**  |
| Delivered by hand or courier to registered office.  | On signature of a delivery receipt or at the time the notice is left at the address.  |
| Delivered by pre-paid first class post or other next Business Day delivery service providing proof of postage to the registered office.  | Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.  |
| Emailed to the email address detailed in the Summary with the subject line “Notice sent in accordance with the NDA”.  | At the time of transmission if on a Business Day, otherwise at 10:00am on the next Business Day after transmission.  |

# THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

# GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.