

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is dated [redacted]

PARTIES

(1) **Squire Technologies Limited** registered in England (number 04353329) whose principal place of business is at 64A High West Street, Dorchester, Dorset, DT1 1XA (“Squire Technologies”).

(2) [redacted] registered in [redacted] (number [redacted]) whose registered office/principal place of business is at [redacted] (“[redacted]”).

BACKGROUND

Each party wishes to disclose to the other party Confidential Information in relation to the [redacted] of a collaboration in respect of [redacted] (“the Project”). Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information. I This Agreement is entered into in consideration of the benefits to the parties of the disclosure of the Confidential Information.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this agreement:

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

Confidential Information: all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers (together, its Representatives) to the other party and that party's Representatives after the date of this agreement including but not limited to:

- a) the fact that discussions and negotiations are taking place concerning the Project and the status of those discussions and negotiations;
- b) the terms of this agreement;
- c) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party;
- d) any information or analysis derived from Confidential Information; and
but excluding any information that:
 - (i) 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

- (ii) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or
- (iii) the parties agree in writing is not confidential or may be disclosed; or
- (iv) is developed by or for the Recipient independently of the information disclosed by the Disclosing Party.

Disclosing Party: a party to this agreement which discloses or makes available directly or indirectly Confidential Information.

Group: in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

Holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.

Recipient: a party to this agreement which receives or obtains directly or indirectly Confidential Information.

Representative: employees, agents and other representatives of the Recipient.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.4 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.5 References to the Disclosing Party or the Recipient shall be deemed to include any company within the same Group as that party.

2. OBLIGATIONS OF CONFIDENTIALITY

2.1 The Recipient shall keep the Disclosing Party's Confidential Information confidential. Except with the prior written consent of the Disclosing Party the Recipient shall, and shall procure that its Representatives shall:

- a) not use or exploit the Confidential Information in any way except for the Project;

- b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement;
- c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary in connection with the Project (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
- d) not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
- e) keep separate the Confidential Information from all documents and other records of the Recipient; and
- f) 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.

- a) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
- b) erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
- c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement. The provisions of this clause 3 shall continue to apply to any such documents and materials retained by the Recipient, subject to clause 6.1.

2.2 The Recipient may only disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Project, provided that:

- a) it informs these Representatives of the confidential nature of the Confidential Information before disclosure; and
- b) at all times, it is responsible for these Representatives' compliance with the obligations set out in this agreement.

2.3 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 2.3, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

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

2.5 No party shall make, or permit any person to make, any public announcement concerning this agreement, the Project or its prospective interest in the Project without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction. No party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

3. RETURN OF INFORMATION

3.1 At the request of the Disclosing Party, the Recipient shall:

3.2 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used or disclosed.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

4.1 All Confidential Information shall remain the property of the Disclosing Party. Each party reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a party's Confidential Information are granted to the other party and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement.

4.2 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

4.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Project, or the development or supply of any product or service to which the Confidential Information relates.

4.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.

4.5 The Recipient shall be liable to the Disclosing Party for the actions or omissions of the Recipient's Representatives under this agreement, as if they were the actions or omissions of the Recipient.

