

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated March 2018 and is made BETWEEN:

-----, hereinafter referred to as "the Contractor" a company or

individual having its registered address at -----
And

Selica International for Innovation and Evolution Ltd, hereinafter referred to as "the Employer", a company incorporated under the Companies Acts with registered number 07020912 and having its registered office at 9 ASH RIDE, ENFIELD, EN2 9BX.

WHEREAS:

The Employer has procured or may in the future procure services from the Contractor. In connection with these services, the Contractor may be provided with Confidential Information (as hereinafter defined) either from the Employer or the Client of the Employer for the purposes of completing agreed works.

IT IS AGREED as follows:

1 In this Agreement the following expressions shall have the meanings set opposite them respectively:

"Confidential" means that the information is not in or has not entered the public domain and is not generally available to the public;

"Confidential Information" means confidential commercial, financial, marketing, technical, electronic or other information of whatever nature, including, know-how and trade secrets and all other information in any form or medium whether disclosed orally, in writing, in the form of machine readable code or embodied in hardware or any other physical medium, which is disclosed before or after the date of this Agreement or which is produced from such information (including any evaluations). This information may relate to the Employer or the Employer's Clients or the Employer's Client's clients;

"Party" means the Employer and/or the Contractor and/or the Employer's Client as appropriate.

2 In consideration of the mutual undertakings contained herein the Parties agree as follows:

2.1 Each Party hereby undertakes in relation to the other that it shall:

2.1.1 not at any time, without the prior written consent of the other Party, disclose or reveal any Confidential Information to any person or Party whatsoever (other than persons referred to at Clause 2.1.9 below) and shall not send any Confidential Information, or cause the same to be sent by post, fax, telephone, video conferencing or electronic mail or by way of any other form of data transmission without the prior consent of the other Party;



- 2.1.2 use the Confidential Information solely for the purpose outlined above, or such other purposes, as the Parties may agree;
- 2.1.3 maintain strict confidentiality in respect of all the Confidential Information;
- 2.1.4 treat and safeguard as private and confidential all Confidential Information that is received or communicated to it;
- 2.1.5 not at any time, without the prior written consent of the other Party, take, make or retain any copies, reproductions or facsimiles of any Confidential Information in any form of media or materials, except that a Party may, to the extent reasonably necessary in connection with its engagement or potential engagement with the Employer's Client, copy, adapt and analyse the Confidential Information and incorporate the Confidential Information into reports and analyses;
- 2.1.6 keep separate all Confidential Information, and all information generated based thereon from all its other documents and records;
- 2.1.7 keep all documents and other materials bearing or incorporating any of the Confidential Information at the usual place of business;
- 2.1.8 not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system, save that this shall not restrict those persons referred to in clause 2.1.9 below from transmitting and receiving Confidential Information via email from computers outside of the respective Party's usual place of business;
- 2.1.9 only allow exclusive access to the Confidential Information to such of its employees, consultants, agents and advisers (being its bankers, lawyers, accountants and technical advisers) who at the time of access have reasonable need to see and use it for the purposes of the Party's engagement or potential engagement with the Employer and/or the Employer's Client. Each Party shall inform each of such Parties of the confidential nature of the Confidential Information and their obligations in respect thereof; and
- 2.2 Where any Confidential Information is stored in physical form and the owning Party requires its destruction, the receiving Party will do so by way of cross-shredding, burning, pulping or pulverising, as appropriate. Where any Confidential Information is stored in electronic form and the owning Party requires its destruction, the receiving Party will ensure that all storage media is deleted and overwritten. If such deletion or overwriting does not ensure that the Confidential Information cannot be accessed thereafter, the media shall be destroyed as indicated above.
- 2.3 Each Party agrees to keep the existence of any evaluations, discussions and negotiations confidential and not to make any public announcement in relation to, or public comment on, such evaluations, discussion and negotiations or reveal the existence of the negotiations and discussions to any third party without the prior written consent of the other Party. Notwithstanding the foregoing provisions, each Party shall be entitled to reveal the existence of any such evaluations, discussions and negotiations on a confidential basis to such of its employees, consultants, agents and advisers as provided in Clause 2.1.9 to whom such disclosure is reasonably required.
- 2.4 Each Party acknowledges to the other Party that at any time it may require the other Party to cease all use of the Confidential Information and, in such event, it will immediately return to the other Party, or at its option may alternatively elect to destroy all of the original versions of the Confidential Information and copies thereof in its possession. Within seven days of return or destruction of the Confidential Information, it shall provide the other Party with a written declaration confirming that it has not retained any document, file or other media containing any part of the Confidential Information or based in any way on the Confidential Information.

- 2.5 Each Party agrees that unless otherwise stated, the obligations and undertakings of confidentiality detailed in this Agreement shall continue in full force and effect until the other Party releases it therefrom by notice in writing.
- 2.6 The provisions of this Agreement shall not apply to any information which is required to be disclosed by a Party to a regulatory body or a court of competent jurisdiction.
- 2.7 The Contractor and any other associates or Sub-Contractors employed or introduced by the Contractor to the Employer's representatives and/or Clients directly or indirectly will not, under any circumstances, conduct any direct negotiations with these representatives and/or workers (or parties introduced by them directly or indirectly) in respect of this or any other planned work without prior approval in writing from the Employer. Any loss of actual or future business resulting from such negotiations will be charged to the Contractor. This clause does not exclude charging the Parties receiving the completed works according to the Client Confidentiality Agreement.
- 2.8 Until twelve months after completion of the planned work or termination of the agreement, whichever is the later, neither party (unless agreed otherwise in writing) will solicit the employment or services of any personnel of the other party who has been engaged in connection with the Agreement.
- 2.9 Should the potential client or potential lead, for any reason whatsoever, choose to reject the proposal prepared by the Employer in conjunction with the Contractor, until twelve months after the formal rejection of the proposal and any continued discussions between the Employer and potential client or potential lead thereafter, neither party (unless agreed otherwise in writing) will solicit the employment or services of any personnel of the other party who has been engaged in connection with the Agreement.
- 2.10 This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

SIGNED for and on behalf of the Contractor

by

An authorised Signatory

at

SIGNED for and on behalf of the Employer (Selica International Ltd for Innovation and Evolution)

By :

An authorised Signatory:

On Day of 201