

Adapt Consulting Company Limited

NON DISCLOSURE AGREEMENT NDA

BETWEEN "Company"

AND "Second Party"

1. Purpose

The Company and Second Party wish to explore a business possibility under which each may disclose its Confidential Information to the other. Each party wishes to ensure that the other shall maintain the confidentiality of all such information so disclosed at all times or as hereinafter provided.

2. Headings

The headings to Clauses are for convenience only and shall not affect the interpretation of this Agreement.

3. Definition

"Confidential Information" means any information, technical data or know-how, including, but not limited to, that which relates directly or indirectly to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed in whatever format or medium, whether written, oral or electronic form, and which is marked or identified by the disclosing party as "proprietary" or "confidential".

4. Non-Disclosure of Confidential Information

The Company and Second Party each undertake not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the two.

Neither will disclose the Confidential Information of the other to third parties or to its employees except employees who are required to have the information in order to carry out the contemplated business.

Each has had or will have employees, officers or similar to whom Confidential Information of the other is disclosed sign a Non-Disclosure Agreement in content substantially similar to this

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Agreement and will notify the other in writing of the names of the persons who have had access to Confidential Information of the other party. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons.

Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention.

5. Return of Materials

Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all reproductions including paper and digital copies of such documentation, either when requested or after the business possibility has been rejected or concluded.

6. Intellectual Property Rights

Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties and carrying out such relationship. The disclosing party warrants that it has the right to disclose its Confidential Information to the receiving party. Otherwise, all information is provided "as is" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

7. Term

Each party hereto may, at any time, terminate this Agreement by providing 30 days written notice. Notwithstanding any termination, the obligations of each party including, but not limited to, maintaining the confidentiality of the confidential information it has received under this Agreement shall continue for the period of 1 year after any termination.

8. Enforcement

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This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. Indemnity

Each party acknowledges and agrees that any breach of the provisions of this Agreement could result in loss to the other party. The parties therefore undertake to indemnify and keep the other party indemnified against any loss, expense, costs, damages or claims arising out of or in connection with such a breach of this Agreement by the Second Party.

10. Notices

All notices hereunder shall be sent to either party at the address and to the contact person specified below, or such other address or contact as the respective party may specify from time to time in accordance with the provisions hereof.

11. Costs and Expenses

Each of the parties hereto shall bear their own costs and expenses incidental to the negotiation of and to the preparation and carrying into effect of this Agreement.

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Island of Jersey and each party submits to the exclusive jurisdiction of the Jersey courts.

13. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

13. Entire Agreement

This Agreement constitutes the whole and entire agreement between the parties as to the disclosure or protection of confidential information