

Adapt Consulting Company Limited

NON-DISCLOSURE AGREEMENT

PARTIES

"The disclosing party"

and

"The receiving party"

The Parties agree as set out below.

INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context:

1. "Confidential information" means without limiting the generality of the term, any: information which by its very nature assumes an aspect of confidence or secrecy; and all other information which may in any aspect be of a sensitive nature or which may relate to [xxxxxxxxxxxx].
2. "The disclosing party" means the party disclosing the confidential information.
3. "The parties" means the parties to this Agreement.
4. "The receiving party" means the party receiving the confidential information.

RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION

The receiving party agrees:

1. not to disclose the confidential information to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this Agreement;

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2. not to utilise, employ, exploit or any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever; and
3. that the unauthorised or unlawful use or disclosure of the confidential information may cause irreparable loss, harm and damage to the disclosing party.

Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, action, expense, claim, harm or damage, or whatsoever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party or any of its officers or employees to whom disclosure is made in terms of this Agreement of the provisions of this Agreement.

Neither party shall have any liability under this Agreement in tort or otherwise for any indirect special or consequential loss or damages (including loss of profit or other economic loss).

Unless the parties otherwise agree in writing any documentation or records relating to the disclosing party's confidential information which comes into the possession of the receiving party during the existence of this Agreement or at any time thereafter:

1. shall be deemed to form part of the confidential information of the disclosing party;
2. shall be deemed to be the property of the disclosing party;
3. shall not be published or circulated by the receiving party;
4. shall not be copied or reproduced by the receiving party other than strictly in accordance with the instructions of the other parties, and any such copies and reproductions shall be kept separate from other documents and records of the receiving party; and
5. shall not be surrendered to the disclosing party on request, and the receiving party shall not retain any extracts therefrom.

Subject to what the *receiving party agrees* (noted above), the receiving party shall procure that any persons who may have the opportunity of receiving or having access to any of the confidential information of the disclosing party are aware and are bound by this Agreement. The receiving party agrees to procure that such

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persons will be bound by the Agreement even after their relationship with the receiving party has been terminated.

TITLE

All confidential information that is disclosed by the disclosing party to the receiving party is: proprietary to the disclosing party; and not to confer any rights in such confidential information to the receiving party.

STANDARD OF CARE

The receiving party agrees to protect the confidential information of the disclosing party by using the same standard of care used to safeguard its own information of a confidential nature and taking all reasonable steps to prevent any unauthorised disclosure of such confidential information.

RETURN OF INFORMATION

The disclosing party may, at any time by way of written notice to the receiving party, require the receiving party to return any material containing, pertaining to or relating to confidential information and to expunge such confidential information from any word processor, computer or other similar device into which it was entered or programmed, and may, in addition, require the receiving party to furnish a written statement (certified as correct by a director of the receiving party) to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.

As an alternative to the return of the material contemplated above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that such has material has been destroyed.

The receiving party shall comply with all requirements in terms of this clause 6 within 7 (seven) days to receipt of written notice thereof.

EXCLUDED INFORMATION

The obligations of the receiving party pursuant to the provisions of this Agreement shall not apply to any information that:

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1. is known to or in the possession of the receiving party prior to disclosure thereof by the disclosing party;
2. is or becomes publicly known, otherwise than pursuant to a breach of this Agreement by the receiving party;
3. is acquired independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of this Agreement;
4. is disclosed by the receiving party to satisfy the order of a court of competent jurisdiction or to comply with provisions of any law, regulations or Code in force from time to time, provided that in these circumstances, the receiving party shall advise the disclosing party in writing prior to such disclosure to enable the disclosing party to take whatever steps it deems necessary to protect its interest in this regard: Provided further that the receiving party will disclose only that portion of the information which it is legally required to disclose and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances; or
5. is disclosed to a third party pursuant to the prior written authorisation from the disclosing party.

The onus shall be on the receiving party to demonstrate that the provisions of this clause do not apply to confidential information.

GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Jersey.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties as the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties. The parties specifically make no representation or warranties as to the accuracy and completeness of the confidential information disclosed by them.

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VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties or by their duly authorised representatives and no waiver of any right of either party arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the party waiving its right.

SEVERABILITY

If any provision in this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such provision shall not invalidate the remaining provisions of this Agreement.