

Non Disclosure Agreement

DATE: [_____]

PARTIES:

- (1) [ALPHA NOVAE LIMITED], a company incorporated in [England and Wales] (registration number [07433000]) having its registered office at [64 Southwark Bridge Road, SE1 0AS London] (the "**Company**"); and
- (2) [_____], a company having its registered office at [_____] (the "**Customer**")

AGREEMENT:

1. Definitions

In this Agreement:

"**Agreement**" means this non disclosure agreement and any amendments to it from time to time;

"**Company Confidential Information**" means:

- (a) any information supplied before the end of the Term (whether supplied in writing, orally or otherwise) by the Company to the Customer marked as "confidential", described as "confidential" or reasonably understood to be confidential;
- (b) the terms of this Agreement;

"**Confidential Information**" means the Company Confidential Information and the Customer Confidential Information;

"**Customer Confidential Information**" means:

- (a) any information supplied before the end of the Term (whether supplied in writing, orally or otherwise) by the Customer to the Company marked as "confidential", described as "confidential" or reasonably understood to be confidential;

"**Effective Date**" means [_____];

"**Permitted Purpose**" means the consultancy relationship between the Company and the Customer;

"**Term**" means the term of this Agreement.

2. Term

This Agreement will come into force on the 24 October 2014 and will continue in force indefinitely, unless and until terminated in accordance with Clause [6].

3. Company's obligations

- 3.1 The Company agrees and undertakes:
- (a) that it will keep all Customer Confidential Information strictly confidential and will not disclose any part of it to any other person without the Customer's prior written consent;
 - (b) that it will act in good faith at all times in relation to the Customer Confidential Information, and will not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose; and
 - (c) that it will use the same degree of care to protect the Customer Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care.
- 3.2 Notwithstanding Clause [3.1(a)], the Company may disclose the Customer Confidential Information to its professional advisers, insurers, officers and employees who have a need to have access to the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.
- 3.3 This Clause [3] imposes no obligations upon the Company with respect to Customer Confidential Information which:
- (a) is known to the Company before disclosure directly or indirectly by the Customer, and is not subject to any obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default on the part of the Company; or
 - (c) is obtained by the Company from a third party in circumstances where the Company has no reason to believe that there has been a breach of a duty of confidence.
- 3.4 The restrictions in this Clause [3] do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, judicial or governmental request or order, or pursuant to the disclosure requirements relating to the listing of the stock of the Company on any recognised stock exchange.

4. Customer's obligations

- 4.1 The Customer agrees and undertakes:
- (a) that it will keep all Company Confidential Information strictly confidential and will not disclose any part of it to any other person without the Company's prior written consent;
 - (b) that it will act in good faith at all times in relation to the Company Confidential Information, and will not use any of the Company Confidential Information for any purpose other than the Permitted Purpose; and
 - (c) that it will use the same degree of care to protect the Company Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care.
- 4.2 Notwithstanding Clause [4.1(a)], the Customer may disclose the Company

Confidential Information to its professional advisers, insurers, officers and employees who have a need to have access to the Company Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Company Confidential Information.

- 4.3 This Clause [4] imposes no obligations upon the Customer with respect to Company Confidential Information which:
- (a) is known to the Customer before disclosure directly or indirectly by the Company, and is not subject to any obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default on the part of the Customer; or
 - (c) is obtained by the Customer from a third party in circumstances where the Customer has no reason to believe that there has been a breach of a duty of confidence.
- 4.4 The restrictions in this Clause [4] do not apply to the extent that any Company Confidential Information is required to be disclosed by any law or regulation, judicial or governmental request or order, or pursuant to the disclosure requirements relating to the listing of the stock of the Customer on any recognised stock exchange.

5. Warranties

- 5.1 The Customer warrants to the Company that it has the legal right and authority to enter into and perform its obligations under this Agreement.
- 5.2 The Company warrants to the Customer that it has the legal right and authority to enter into and perform its obligations under this Agreement.
- 5.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

6. Termination

- 6.1 Either party may terminate this Agreement forthwith at any time by giving written notice to the other party.
- 6.2 Upon termination:
- [(a) the Company will immediately cease to use the Customer Confidential Information, and the Customer will immediately cease to use the Company Confidential Information; and
 - (b) all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect in accordance with their terms or otherwise indefinitely: Clauses [1, 3, 4, 6.2 to 6.4, and 7].
- [6.3 Within [10] working days following the date of effective termination of this Agreement:

- (a) the Company will destroy or return to the Customer at the Customer's option all media containing Customer Confidential Information, and will irrevocably delete and remove all Customer Confidential Information from its computer systems; and
 - (b) the Customer will destroy or return to the Company (at the Company's option) all media containing Company Confidential Information, and will irrevocably delete and remove all Company Confidential Information from its computer systems.
- 6.4 Termination of this Agreement will not affect either party's accrued rights as at the date of termination.

7. General

- 7.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.
- 7.2 If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 7.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 7.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any rights or obligations under this Agreement.
- 7.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 7.6 Nothing in this Agreement shall exclude or limit any liability for a party for fraud or fraudulent misrepresentation, or any other liability which may not be excluded or limited under applicable law. Subject to this:
- (a) this Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter[; and
 - (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement].
- 7.7 This Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

The parties have indicated their acceptance of this Agreement by executing it below.

EXECUTION:

SIGNED by NICOLAS VITALE
duly authorised for and on behalf
of the Company

ALPHA NOVAE LIMITED

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Date:

SIGNED by _____
duly authorised for and on behalf
of the Customer

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Date: