



## Mutual Confidentiality and Non-Disclosure Agreement

Following recent discussions between us, you have indicated an interest in us working together and in us providing certain services (the "Services") in connection with various projects (the "Project").

This confidentiality letter sets out the terms on which we will disclose certain information to each other concerning the Services and the Project, including, but not limited to, information, data, documents or materials in respect of silkmoth's and your respective businesses, whether in written, oral or electronic form, which silkmoth or you or any affiliated company of either silkmoth or you (or any of their respective employees, agents or advisers) furnishes or otherwise discloses, directly or indirectly, to the other party or to any of that other party's respective employees, agents or advisers, whether furnished or otherwise disclosed before, on, or after the date of this agreement ("Confidential Information").

This confidentiality agreement supersedes any previous discussions between us. It may only be varied by a further letter signed by us and a director of your company.

In consideration of silkmoth disclosing to you and you disclosing to silkmoth certain Confidential Information about our respective businesses and the Project both parties agree the following:

### 1. Use of Confidential Information

1.1 Both parties undertake to treat as confidential any and all Confidential Information relating to the other party and that other party's business and any of its associated companies and their respective businesses and affairs and the identity, business and affairs of the other party's customers, potential customers, employees or authorised agents which may come into its possession, or the possession of any of its employees, agents or sub-contractors, whether or not such Confidential Information is reduced to a tangible form or marked in writing as "confidential".

1.2 Except with the prior written consent of the other party, the receiving party shall not disclose any Confidential Information or any part of such Confidential Information to any third party other than its employees, agents or sub-contractors and then only to the extent that such disclosure is necessary for the performance of the Services or other tasks to which the disclosing party has agreed in writing, in which case the receiving party shall ensure that such Confidential Information is treated as confidential by the person(s) to whom it is disclosed, including requiring such person(s) where appropriate to enter into a confidentiality agreement with you in terms similar to this agreement.

1.3 The parties agree that they may use any and all Confidential Information disclosed by the other party only for the purposes of the Project and the provision of the Services and any associated negotiations relating to the Services or the Project and for no other purposes. The parties agree that Confidential Information may not be used in any way which is or may be directly or indirectly detrimental to the other's business interests.

1.4 Both parties acknowledge that a relationship of confidence exists between them and that each other's Confidential Information is:

- (a) that party's property and represents a valuable asset belonging to them;
- (b) sufficiently developed and identifiable and has potential commercial attraction; and
- (c) of such a nature and such substance as to be capable of being the subject of confidential communication.

### 2. Unauthorised Disclosure of the Confidential Information

Both parties shall take all reasonable action to stop the disclosure of any of the Confidential Information by any person to whom such Confidential Information is disclosed. If either party discovers or becomes aware of any unauthorised disclosure of the Confidential Information it will immediately notify the other party and promptly take all possible action to prevent further disclosure.

### 3. Excluded Confidential Information

Nothing in this agreement shall apply to any Confidential Information or material which:

- (a) at the time of its disclosure is in the public domain;
- (b) after disclosure comes into the public domain for any reason except by failure to comply with the terms of this agreement;
- (c) was lawfully in either party's possession prior to such disclosure;
- (d) is subsequently received by either party from a third party who is not in breach of any obligation of confidentiality owed in respect of the information; or
- (e) either party is required to disclose, retain or maintain by applicable law or regulation or under the rules of any relevant regulatory or government authority, provided that each party shall give the other party reasonable advance written notice of such proposed disclosure and the disclosing party shall use its reasonable endeavours to secure confidential treatment

of any such information disclosed.

### 4. General

4.1 Each party shall in relation to the Confidential Information of the other party:

- (a) use the same standard of care and discretion to avoid disclosure, publication or dissemination of any and all Confidential Information as it employs with respect to such information of its own which it does not desire to disclose, publish or disseminate;
  - (b) not disclose any and all Confidential Information to any third party and at all times obey the directions of the other party in relation to such other party's Confidential Information;
  - (c) keep all documents and other material bearing or incorporating any of the other party's Confidential Information separate from all other documents and materials; and
- not use any information for any purpose other than in relation to the Project.

4.2 Each party undertakes, within five calendar days of receipt of a written request of the other party and at the option of the other party:

- (a) to return to the other party all documents and other materials in its possession, custody or control which bear or incorporate any part of the other party's Confidential Information; or
- (b) to destroy by shredding or incineration all documents and other material in its possession, custody or control which bear or incorporate any part of the other party's Confidential Information and to certify in writing to the other party that this has been done.

4.3 Each of the parties agrees and acknowledges that no right or licence is granted to either party in relation to the other party's Confidential Information other than as expressly set out in this agreement.

4.4 This agreement may not be modified except by a written document signed by the duly authorised representatives of each of the parties.

4.5 Neither party is entitled to assign or transfer any of its rights or obligations under this agreement without the prior consent in writing of the other party.

4.6 Nothing in this agreement will create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.

4.7 This agreement shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts save that silkmoth shall have the right to commence any proceedings, suit and/or actions in any legal jurisdiction in order to assert, defend and enforce its rights, obligations and/or remedies whether hereunder or otherwise.

This agreement is to continue indefinitely unless formal agreements are entered into between us relating to the Services or the Project in which event this agreement will lapse (without prejudice to any then accrued liabilities).

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For and on behalf of

Name:

Title:

Agreed and accepted on

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For and on behalf of Silkmoth Ltd

Name: Keith Jones

Title: Managing Director

Agreed and accepted on