

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

_____ of

(the "Client")

OF THE FIRST PART

- AND -

Worldwide Services UIR Ltd of Kemp House, 160 City Road, London, EC1V 2NX, Registered in
United Kingdom, Number: 13482359

(the "Contractor")

OF THE SECOND PART

and as a condition of the Client retaining the Contractor and the Client providing the Confidential Information to the Contractor in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Contractor.
2. The Contractor acknowledges that in any position the Contractor may hold, in and as a result of the Contractor's retainer by the Client, the Contractor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Client and which information is the exclusive property of the Client.
3. 'Confidential Information' means all data and information relating to the business and management of the Client, including but not limited to, the following:
 - a. 'Customer Information' which includes names of customers of the Client, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and

specifications of products and services purchased, leased, licensed or received by customers of the Client;

- b. 'Business Operations' which includes internal personnel and financial information of the Client, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Client, and the manner and methods of conducting the Client's business;
- c. Confidential Information will also include any information that has been disclosed by a third party to the Client and is protected by a non-disclosure agreement entered into between the third party and the Client.

4. Confidential Information will not include the following information:

- a. Information that is generally known in the industry of the Client;
- b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Contractor;
- c. Information rightly in the possession of the Contractor prior to receiving the Confidential Information from the Client;
- d. Information that is independently created by the Contractor without direct or indirect use of the Confidential Information; or
- e. Information that the Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

Confidential Obligations

- 5. Except as otherwise provided in this Agreement, the Contractor must keep the Confidential Information confidential.
- 6. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Client and will only be used by the Contractor for the Permitted Purpose. The Contractor will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Client or any associated affiliates or subsidiaries.
- 7. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Contractor in this Agreement and any obligations to provide notice under this

Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.

8. The Contractor may disclose any of the Confidential Information:

- a. to such employees, agents, representatives and advisors of the Contractor that have a reasonable need to know for the Permitted Purpose provided that:
 - i. the Contractor has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Contractor;
 - iii. the Contractor agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Contractor agrees to be responsible for and indemnify the Client for any breach of this Agreement by its personnel.
- b. to a third party where the Client has consented in writing to such disclosure; and
- c. to the extent required by law or by the request or requirement of a court of law, a regulatory body, or an administrative tribunal.

Avoiding Conflict of Opportunities

9. It is understood and agreed that any business opportunity relating to or similar to the Client's current or anticipated business opportunities coming to the attention of the Contractor during the Contractor's retainer is an opportunity belonging to the Client. Accordingly, the Contractor will advise the Client of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Client.

10. Without the written consent of the Client, the Contractor further agrees not to:

- a. solely or jointly with others undertake or join any planning for or organisation of any business activity competitive with the current or anticipated business activities of the Client; and
- b. directly or indirectly, engage or participate in any other business activities which the Client, in their reasonable discretion, determines to be in conflict with the best interests of the Client.

Non-Competition

11. Other than through employment with a bona-fide independent party, or with the express written consent of the Client, which will not be unreasonably withheld, the Contractor will not, from the date of this Agreement until 4 July 2021, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Client that the Contractor was working during any time in the last year of retainer with the Client.

Remedies

12. The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Client. Accordingly, the Contractor agrees that the Client is entitled to, in addition to all other rights and remedies available to them at law or in equity, an injunction restraining the Contractor, any of its personnel, and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

13. The Contractor agrees that, upon request of the Client, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Retainer, the Contractor will turn over to the Client all documents, disks or other computer media, or other material in the possession or control of the Contractor that:
 - a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. is connected with or derived from the Contractor's services to the Client.

Notices

14. In the event that the Contractor is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Contractor will give to the Client prompt written notice of such request so the Client may seek an appropriate remedy or alternatively to waive the Contractor's compliance with the provisions of this Agreement in regards to the request.
15. If the Contractor loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Contractor will immediately notify the Client

and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

16. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

17. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

a. _____

b. Worldwide Services UIR Ltd
Kemp House, 160 City Road, London, EC1V 2NX, Registered in United Kingdom,
Number: 13482359

Representations

18. In providing the Confidential Information, the Client makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade mark infringement that may result from the use of such information.

Termination

19. This Agreement will automatically terminate on the date that the Contractor's Retainer with the Client terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Amendments

20. This Agreement may only be amended or modified by a written instrument executed by both the Client and the Contractor.

Governing Law

21. This Agreement will be construed in accordance with and governed by the laws of England.

General Provisions

- 22. The Client and the Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Client and the Contractor that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Contractor to give the Client the broadest possible protection to maintain the confidentiality of the Confidential Information.

- 23. No failure or delay by the Client in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

- 24. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF _____ and Worldwide Services UIR Ltd have duly affixed their signatures under hand and seal on this _____.