



# NONDISCLOSURE AGREEMENT

**THIS NONDISCLOSURE AGREEMENT** (the **Agreement**) is made and entered into as of **xxx** (the **Effective Date**)

BETWEEN

- (1) **Fair4All Finance Limited (Party A)**; and
- (2) **xxx (Party B)**.

In consideration of the promises and the covenants contained herein, the parties hereby agree as follows:

## 1. Definitions.

For purposes of this Agreement:

**Confidential Information** shall mean all and any information of a confidential nature relating to the business, finances or affairs of Party A, including, without limitation, any information relating to the operations, processes, plans or intentions, know-how, inventions, trade secrets, intellectual property, client information, staff, market opportunities and business affairs of Party A, its customers or other contacts. For the purposes of this definition, "confidential nature" shall refer to information which Party A believes is confidential at the time of disclosure or which would be considered to be confidential by a reasonable person based upon the nature of the information and the circumstances of disclosure.

The definition of Confidential Information shall not include any such knowledge or information which:

- (a) is currently in, or hereafter enters, the public domain without breach of this Agreement by Party B or breach of any obligation of confidentiality by any person; or
- (b) is received by Party B from a third party without restrictions or breach of any duty of confidentiality by any person; or
- (c) Party B can demonstrate conclusively was in Party B's possession or known to Party B prior to the date of signing of this Agreement without restrictions or breach of any duty of confidentiality by any person.

**Representatives** shall mean any of Party B's agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (each, a **Representative**).



## **2. Maintenance of Confidentiality.**

**Party B hereby undertakes to and covenants with Party A for the term of this Agreement:**

- (a) not to disclose to any third party the fact that discussions are taking place or the identity of Party A or any of its officers, employees, consultants, agents or advisors;
- (b) not to use, disclose or divulge without prior written consent of Party A to any third party or permit any Representative to use, disclose or divulge to any person, any Confidential Information for any purpose whatsoever. In the case of written consent being given in this context, it shall be a condition of this Agreement that prior to any such disclosure to the relevant third parties a confidentiality undertaking is obtained from them for the benefit of Party A on terms no less onerous than are set out herein. Save that Confidential Information may be disclosed by Party B if required by any legal or regulatory authority subject to Clause 6 below; and
- (c) to protect and keep any and all Confidential Information from disclosure by adopting appropriate security measures.

## **3. Responsibility for Actions of Representatives.**

Without limiting the foregoing requirements, Party B agrees that Party B will be responsible directly to Party A for the actions and inactions of Party B's Representatives. Party A shall not be required to pursue the enforcement of this Agreement or recovery of damages from any third parties including Representatives prior to seeking enforcement of this Agreement or the recovery of damages directly from Party B.

## **4. Remedies.**

Party B acknowledges that any breach of the obligations contained herein may give rise to monetary damages, but that the payment of such monetary damages would be insufficient to adequately compensate Party A. Party B, therefore, agrees that in addition to monetary damages for breach, Party A may seek an injunction or other equitable remedy and that no bond or other security shall be required to obtain such remedies.

## **5. Ownership of Confidential Information.**

All Confidential Information shall be and remain at all times the sole and exclusive property of Party A. Nothing in this Agreement nor based on the historical relationship (if any) between Party A and Party B, shall be construed to create or grant to Party B any license or other valuable right or use in any of the Confidential Information.

## **6. Impact of Legal Proceedings.**

In the event Party B is requested or required by any legal or regulatory authority to disclose any of the Confidential Information, Party B shall, within two business days of receipt of notice of such request or requirement, and at least 30 business days prior to making such disclosure, insofar as reasonably practicable and legally permissible, promptly furnish Party A with written notice of such requirement. In the event Party A obtains a protective order or other legal remedy with respect to the requested or required Confidential Information, Party B shall, at Party B's sole cost and expense, take all reasonably necessary or appropriate steps to comply therewith.



## **7. Return or Destruction of Confidential Information.**

Upon written request from Party A, Party B shall, within three business days of such request, return to Party A any or all Confidential Information in Party B's possession or under Party B's control in whatever media. In addition, within three business days of Party A's written request, Party B shall destroy any work, correspondence or other documents in whatever media produced, created or used by Party B that refers to or incorporates any Confidential Information and shall certify such destruction in writing to Party A.

## **8. No Solicitation.**

For a period of 12 months from the Effective Date, Party B shall not, without the prior written permission of Party A, directly or indirectly employ, engage or solicit or try to employ, engage or solicit officers, employees or contractors of Party A.

## **9. Entire Agreement.**

This Agreement, and any documents referred to herein, constitute the sole existing agreement between the parties regarding the subject matter hereof. This Agreement may be amended, modified, superseded, canceled or waived only by written instrument executed by all parties hereto, or in the case of a waiver, by the party waiving compliance.

## **10. Governing Law; Jurisdiction, Enforceability, and Venue.**

This Agreement is entered and shall be construed and enforced in accordance with the applicable laws of England and the parties hereby consent to the non-exclusive jurisdiction of the English courts.

## **11. Notice.**

Any notice required or permitted under this Agreement shall be in writing and effective on the earlier of: (i) the date on which the party to whom such notice is addressed has received it, or (ii) the third business day after such notice is deposited in the mail, postage prepaid, to the relevant party at the address below.

### **Party A:**

Address: 2<sup>nd</sup> Floor, 28 Commercial Street, London E1 6LS

Attention:

### **Party B:**

**Address: XXXXX**

**Attention: XXXXX**



## 12. Miscellaneous.

This Agreement may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument. Any failure or delay by Party A in exercising any right, power or privilege contained in this Agreement will not act as a waiver nor will any single or partial exercise preclude any further exercise.

**AS WITNESS** this Agreement has been executed as of the day of and year first set forth above.

**Signature:**

**Date:**

**By:**

**For and on behalf of Fair4All Finance Limited**

**Signature:**

**Date:**

**By:**

**For and on behalf of**