

# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into by and between the Vendor and EIMS Global Ltd and shall remain in effect until terminated in accordance with the terms and conditions set forth herein. With respect to any Confidential Information disclosed under this Agreement, this Agreement refers to the Party providing such information as the “Disclosing Party” and the Party receiving such information as the “Recipient.”

## The parties agree as follows:

### 1. Definition and Exceptions

- 1.1. “Confidential Information” means any and all information disclosed by the Disclosing Party to the Recipient before or during the Term that: (i) in any way relates or pertains to the Disclosing Party, its properties, personnel, operations or business; (ii) if disclosed in written, electronic or other tangible form is conspicuously marked as confidential, proprietary or other similar designation; and if disclosed in oral or visual form is identified as confidential at the time of disclosure; (iii) it would be apparent to a reasonable person, familiar with the Disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party and (iv) the existence and contents of this Agreement.
- 1.2. Exceptions. Confidential Information does not include: (a) information that is in the public domain at the time of its disclosure to the Recipient; (b) information that, through no violation of the terms of this Agreement, enters the public domain after its disclosure to the Recipient; (c) information that the Recipient can demonstrate was known by or in the possession of the Recipient at the time of its disclosure to the Recipient and was not subject to a duty of confidentiality; (d) information that is independently developed by the Recipient without use of or reliance upon Confidential Information of the Disclosing Party; or (e) information disclosed in good faith to the Recipient by a third party legally entitled to do so.

No specific information will be deemed to be within any of the exceptions set forth in this Section 1.2 (the “Exceptions”) merely because such information is within the scope of more general information that is within one or more of the Exceptions. Further, in the event of any dispute between the Parties as to whether specific information is within one or more of the Exceptions, the Recipient will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed Exception(s).

Recipient may disclose Confidential Information if compelled to do so by a subpoena or order issued by a court of competent jurisdiction (each, an “Order”), provided that the Recipient, insofar as legally allowed, gives the Disclosing Party prompt written notice of the Order and cooperates fully with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity to interpose any and all objections it may have to disclosure of the information required by the

Order, and provided further that Recipient must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable Order.

## **2. Ownership Rights**

The Recipient acknowledges and agrees that all right, title and interest in and to all Confidential Information is and will remain the exclusive property of the Disclosing Party. Nothing in this Agreement will be deemed to convey to the Recipient any rights to or license of any intellectual property rights possessed by the Disclosing Party and nothing in this Agreement will be deemed to grant to the Recipient any rights to modify, revise or alter the Disclosing Party's Confidential Information.

## **3. Non-Use And Non-Disclosure**

The Recipient will treat as strictly confidential and will not use any Confidential Information other than in connection with a proposed or ongoing business relationship between the Parties or divulge or disclose any Confidential Information to, or to permit any Confidential Information to be divulged or disclosed to or examined or copied by, any third parties, provided that Recipient may disclose Confidential Information to its employees, agents, representatives, assignees or subcontractors on a "need to know" basis (each such person, a "Permitted Disclosee"). The Recipient will inform each Permitted Disclosee of the requirements of this Agreement and ensure that each Permitted Disclosee is under confidentiality undertakings no less onerous than those contained in this Agreement and complies with each of the Recipient's obligations as set forth in this Agreement. Recipient shall be liable for the breach of the terms of this Agreement by any Permitted Disclosee.

## **4. Return Of Materials**

Upon request by the Disclosing Party, the Recipient will immediately return to the Disclosing Party all Confidential Information, including all documents and copies of documents in its possession containing Confidential Information.

## **5. Injunctive Relief**

The Recipient acknowledges and agrees that in the event that the Recipient or any Permitted Disclosee breaches any of the Recipient's obligations set forth in this Agreement: The Disclosing Party may suffer severe and irreparable injury and the Disclosing Party's remedy at law for damages will be inadequate. Therefore, the Disclosing Party will be entitled to seek, in addition to any and all remedies at law or in equity, an injunction or other equitable remedies in the event of a threatened or actual violation of any or all of the provisions herein.

## 6. Term

The term of this Agreement (the “Term”) will commence on the Effective Date and end on the earlier of the third anniversary of the Effective Date or sixty days after one Party gives the other Party written notice of termination. The Parties’ obligations set forth in this Agreement will survive until five years after termination of this Agreement.

## 7. No Obligation

Nothing in this Agreement shall obligate either party to proceed with any transaction between them.

## 8. No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER PARTY MAKES ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY OR COMPLETENESS OR ANY OTHER MATTER.

## 9. Miscellaneous

9.1. Notices. Any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation). Notice will be deemed effective upon the earlier of: (a) actual delivery to the party; (b) five days after the date the notice was postmarked; or (c) receipt by facsimile transmission with confirmation.

9.2. Assignment. This Agreement will be binding upon and enforceable by the Parties, their respective successors and permitted assigns. Neither Party may assign or transfer any interest in or obligation under this Agreement without the prior written consent of the other Party.

9.3. Severability. If any term of this Agreement is for any reason deemed illegal or invalid, such illegality or invalidity will not affect the validity of the remainder of this Agreement, and each such term will be valid and enforceable to the fullest extent permitted by law.

9.4. Applicable Law and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of England and Wales, without reference to its rules relating to choice of law to the contrary, with respect to any claim arising under or by reason of this Agreement. Company will not prosecute any action, suit, proceeding, or claim arising under or by reason of this Agreement except in such courts.

9.5. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between EIMS and Vendor with respect to the subject matter hereof. No amendment, modification, or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.