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## MUTUAL NON-DISCLOSURE AGREEMENT

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This Agreement is entered into by and between The TecPolUK Ltd., a UK company with its principal business address at;

155 Greenham Road  
Greenham  
Newbury  
Berkshire  
RG14 7SY  
United Kingdom

and

(CLIENT; COMPANY)

"CLIENT ADDRESS"

Building name or number:

Street name:

Town/City:

Zip/Post Code:

Country:

The parties desire to discuss and/or implement a mutually beneficial business relationship relating to the development of certain software/website/business mobile application/projects and other potential matters, and, as part of such discussion and/or implementation, certain confidential and proprietary information may be disclosed by one party to the other party.



THEREFORE, "TecPolUK Ltd" and

hereby agree to as follows:

## 1. Confidential Information.

This Agreement shall apply to all information disclosed in the course of the Discussions, that

(a) Relates to either party's technology, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, products and product

(b) Is designated by the Disclosing Party as confidential in the manner set forth below ("Confidential Information"). If Confidential Information is in written form, it will be marked as confidential on its face and if the Confidential Information consists of oral statements, product demonstrations or know-how or technology that is not documented in hard-copy form, the Disclosing Party will clearly state to the Receiving Party that such information is confidential at the time of disclosure.

## 2. Restrictions on Use and Disclosure.

Each party, as a Receiving Party, represents warrants and agrees with the other that:

(a) It will not copy or reproduce any of the Disclosing Party's Confidential Information without the consent of the Disclosing Party for a period of three (3) years following receipt of such Confidential Information;

(b) It will not disclose any of the Disclosing Party's Confidential Information to any third party without the consent of the Disclosing Party for a period of three (3) years following receipt of such Confidential Information;

(c) In fulfilling its obligations under clauses (i) and (ii) above, it will use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information of the Disclosing Party, other than to those employees, attorneys, accountants and other advisors of the Receiving Party and its subsidiaries ("Agents") who have a need to know such Confidential Information for purposes of this Agreement, as the Receiving Party employs with respect to similar information of its own that it does not desire to publish, disclose or disseminate;

(d) It will inform any Agents to whom it discloses Confidential Information of the confidentiality provisions of this Agreement and obtain a written agreement from such Agents to abide by such provisions, except where such obligation already exists by reason of a prior agreement or relationship;



(e) It will not make any public statement or comment on the existence or provisions of this Agreement, or the existence or content of the Discussions, without the prior written consent of the other party, except as may be required in the reasonable opinion of its legal counsel;

(f) It will not use any copyrighted, patented or patentable, or trade secret Confidential Information of the other party except for the sole purpose of participating in the Discussions; and

(g) it will immediately return or destroy all or any part of the Disclosing Party's Confidential Information as requested by the Disclosing Party at any time during the term of this Agreement and at the termination or expiration of this Agreement.

### 3. Equitable Relief.

Each party acknowledges and agrees that the Confidential Information of the other is deemed by the Disclosing Party to constitute valuable trade secrets of the Disclosing Party, and that any unauthorized reproduction and/or disclosure of such information by the Receiving Party may cause the Disclosing Party irreparable harm for which its remedies at law may be inadequate. Each party hereby agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief to prevent the breach or threatened breach of the Receiving Party's obligations hereunder.

### 4. Intentionally Deleted

At times, this is intentionally deleted, the document shall remain in force until either both parties agree in writing otherwise, or the day stipulated in clause 10.

### 5. No Representations.

Although each party will use reasonable efforts to ensure the accuracy of Confidential Information disclosed to the other, neither party makes any representation or warranty as to the accuracy or completeness of such Confidential Information. Neither party will have any liability to the other under this Agreement for the accuracy or completeness of Confidential Information.

### 6. No Obligation to Complete Transactions.

Nothing herein shall imply any obligation of either party to proceed with any transaction between the parties, and, except as may be set forth in any other written agreement between the parties, each party explicitly reserves the right to terminate the Discussions for any reason or no reason, without liability for such termination.

### 7. Governing Law.

These Terms and Conditions are governed by and interpreted in accordance with the laws of EU & England and Wales



## 8. No Assignment.

Neither party may assign this Agreement, nor may any of the rights hereunder be assigned or otherwise transferred to any third party, without the prior written consent of the other party. Any attempted or purported assignment or other such transfer by either party to any third party without such consent having first been obtained shall be void.

## 9. Term.

This Agreement shall have a term commencing on the Effective Date and ending on the third anniversary of the Effective Date unless mutually extended by the parties in writing. With respect to any Confidential Information received by either party during the term of this Agreement, the terms of Sections 2(i), 2(ii) and 2(vii) will survive the expiration or earlier termination of this Agreement.

## 10. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, and understandings of the parties, whether written or oral. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties.



The parties have executed this Agreement as of the Effective Date.

**DATE:**

TecPolUK Ltd

Client:

Position: MANAGING DIRECTOR

Position:

Name: Piotr Sitko

Name:

Signature:



Typed Signature

Please download and complete this document, sign and email it back to us using your preferred "Mail Client"

You do not need to print it out.