

NON DISCLOSURE AGREEMENT

THIS DEED is made on the 12th day of March 2018

BETWEEN:

ACCENTURE (UK) LIMITED (04757301) whose registered office is 30 Fenchurch Street, London EC3M 3BD ("Accenture")

AND

Amar Landa of Flat 3, 116 The Grove, Ealing Broadway, W5 3SH ("You")

NOW IT IS HEREBY AGREED as follows:-

- 1 "Confidential Information" will mean all information, whether commercial, financial, technical or otherwise, disclosed to or otherwise obtained by You in connection with the Services which is contained in or discernible from any form whatsoever (including without limitation data, drawings, films, documents and computer readable media), whether or not that information is marked or designated as confidential or proprietary. The Confidential Information includes, but is not limited to, information concerning Accenture's current and future products, services, business activities, operations or marketing plans or those of its affiliates, clients or suppliers, Accenture's trade secrets including without limitation its client lists, prospective clients, billing data, financial information, computer software, services, processes, methods, knowledge, research, development or other information of a confidential and proprietary nature which is either marked as confidential or is by its nature confidential.
- 2 You have received or will receive Confidential Information in connection with the Services, which has been or may be communicated orally, in document form, by demonstration or otherwise to You through personnel of Accenture and/or personnel of Accenture's clients.
- 3 You acknowledge that the Confidential Information includes commercial assets of considerable value to Accenture and You undertake:-
 - 3.1 to treat all the Confidential Information as confidential, regardless of when it is disclosed or obtained and the form in which it is disclosed or obtained;
 - 3.2 not without Accenture's prior written consent in each case to communicate or disclose any part of the Confidential Information to any other person;
 - 3.3 not to use the Confidential Information except solely to the extent necessary for the purposes of the Services or any other purpose Accenture may hereafter expressly authorise in writing;
 - 3.4 not to use the Confidential Information in any way which would be harmful to Accenture;
 - 3.5 to effect and maintain adequate security measures to safeguard the Confidential Information from unauthorised access, use and misappropriation.

- 4 The obligations of confidentiality in Clause 3 above will not apply to any portion of the Confidential Information where You can satisfactorily document and demonstrate that the Confidential Information concerned:-
 - 4.1 is or has become publicly known through no fault of Your own; or
 - 4.2 is lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or
 - 4.3 is independently developed by You without access to or knowledge or use of the Confidential Information.
- 5 Upon the first to occur of: (i) completion or termination of the agreement between Accenture and Amar Landa with an Effective Date of 14th March 2018 and referenced INT-020718-494650 ("Agreement"); (ii) breach of any of the terms herein; or (iii) the demand of Accenture, You will promptly deliver up to Accenture all Materials supplied by Accenture incorporating any Confidential Information and all copies thereof and destroy or erase any Confidential Information contained in any Materials prepared by or on behalf of You or recorded in any memory device. Within fourteen (14) days of such request or termination of the Agreement You will certify in writing to Accenture that You have fully complied with Your obligations under this Clause.
- 6 You will not make or permit others to make any reference to the subject matter of the Agreement, the Confidential Information or use the name of Accenture in any public announcements, promotional, marketing or sales materials or efforts without the prior written consent of Accenture.
- 7 You will indemnify and keep Accenture fully indemnified in respect of all losses, damages, claims and expenses of whatsoever nature arising out of or in connection with any wrongful disclosure or misuse of the Confidential Information by You without prejudice to any other rights or remedies including without limitation injunctive or other equitable relief.
- 8 If any part of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of the Agreement shall not be affected.
- 9 The termination of this Agreement or the completion of the Services for any reason shall not affect Your obligations as set out in this Agreement.
- 10 This Agreement will be governed by and construed in accordance with the laws of England and will be subject to the exclusive jurisdiction of the English Courts.
11. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter (including any non-contractual claim) arising under or in connection with this Agreement.

EXECUTED AS A DEED by [Personnel]

Signed:



In the presence of:

Signed:

Printed Name:

Title:

Date:
