

STANDARD CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

PARTIES:

- (1) Sumo Digital Limited of Unit 32 Jessops Riverside, Brightside Lane, Sheffield S9 2RX ("Sumo")
- (2) [REDACTED] ("You")

YOU AGREE THAT:

- 1 No announcement or disclosure of Your discussions or involvement with Sumo or its clients, customers and business partners, will be made without Sumo's prior written consent.
- 2 During the course of Your involvement with Sumo and / or Your discussions with Sumo, certain ideas, concepts, names, software, financial, operational, technical, administrative, marketing, design, development, documents, audio / visual works and other information of a secret and proprietary nature in relation to Sumo's business and that of its business partners ("Information") may be (or may have been) disclosed to You. Such Information shall be held by You in complete confidence and will not be disclosed in whole or part to any person. The Information will also not be used for any purpose other than Your involvement or discussions with Sumo and (solely where necessary for that purpose) evaluation of the Information in relation thereto.
3. These obligations shall survive the completion of any relevant discussions or involvement. In the event that the Information must be disclosed to a third party in order to ascertain its viability to You, You will ensure that such disclosure is made under identical obligations of confidentiality.
4. These undertakings do not apply to information which is (a) lawfully in Your possession prior to disclosure; (b) not acquired directly or indirectly from Sumo or using its Information; (c) publicly known or becomes so through no wrongful act; (d) required to be disclosed by law; (e) rightfully received by You from a third party without restriction on disclosure and without breach of these terms; or (f) approved for release by Sumo in writing.
- 5 You will return to Sumo on demand any and all documents and other Information and confidential materials entrusted to You or made available to You in the course of or prior to your involvement or discussions with Sumo and all copies made by or on behalf of You. You will not copy, reproduce or distribute, in whole or part, any such documents or other confidential materials without Sumo's prior written consent and shall, at Sumo's request, certify that all documents and materials containing the Information, provided to You (and all copies taken thereof) have been duly returned as required herein or have been destroyed as requested.

- 6 These terms shall extend to all Information provided to You by way of paper writing, printed documents, computer disk or tape, electronic mail or any other means of communication and data storage.
- 7 You will be responsible for any breach of these terms by You or others whom have accessed the Information through You.
- 8 You agree that the Information is of a unique, extraordinary and intellectual character with special value, the loss of which cannot be reasonably or adequately compensated in damages. In addition to any other right or remedy Sumo will be entitled to seek injunctive or other equitable relief to prevent or limit the misuse of the Information or any breach of these terms.
- 9 You are responsible for making Your own evaluation of Information supplied to You and accept that Sumo gives no representation, warranty or promise as to the accuracy, completeness or utility of the Information nor that it will not infringe the rights of any third party. Sumo shall not be responsible for any loss, damage, liability or expense incurred through the use of or reliance on such Information. All terms, conditions, warranties and representations in any of the foregoing respects which might otherwise be implied (by statute or otherwise but excluding fraud) are hereby excluded.
- 10 The Parties warrant that they are fully and legally capable of entering into this agreement and the signatories hereto have full and effective authority to execute it.
- 11 These terms are considered by both parties to be reasonable in all the circumstances and necessary for the legitimate protection of the Information. If any restriction is considered to be too restrictive as to its duration or extent by any competent court, both Parties shall do such things as may be necessary or prudent to ensure that the Information remains confidential for so long as possible within the law.
- 12 These terms shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of

Sumo Digital Limited

By

Date

Signed for and on behalf

of

By

Date
