

NON-DISCLOSURE AGREEMENT This Non-Disclosure Agreement ("**Agreement**"), effective as of the last date signed below and terminating three (3) years thereafter, is by and between Roofoods Ltd, a company incorporated in England and Wales, with registered number 08167130 and whose registered office is at The River Building, 1 Cousin Lane, London EC4R 3TE, Deliveroo and

\_\_\_\_\_. [PRINT NAME HERE]

The parties are entering into discussions regarding potential business projects and services (the "**Purpose**"), and in that framework the Discloser may disclose to the Recipient Confidential Information. References to the "**Discloser**" shall include any subsidiary undertakings or associated company of the Discloser as defined in the Companies Act 1985 (as amended by the Companies Act 1989 & 2006).

1. "**Confidential Information**" means any and all technical, trade secret or business information made available by the Discloser or on the Discloser's behalf, whether in written, electronic or oral form, and including without limitation, financial and technical information, media prices, business or marketing strategies or plans, designs or branding, experience and know-how, product development and customer and client information, and any other information which is indicated to be confidential or which could reasonably be interpreted to be confidential. Confidential Information shall also include the fact that Confidential Information is being exchanged or discussions are taking place between the parties.

2. Confidentiality Obligations: After the receipt of Confidential Information, the Recipient will: (a) keep the Confidential Information in confidence, in the same manner as the Recipient maintains its own Confidential Information, and in no event keep the Confidential Information with less than a reasonable degree of care; (b) use the Discloser's Confidential Information only for the specific reason for which it was disclosed and in no event after conclusion of the Purpose; (c) not disclose the Confidential Information to any third party without the Discloser's prior written consent and, upon receiving such consent, only provided that such third parties are subject to confidentiality obligations no less restrictive than those in this Agreement; and (d) at any time upon the Discloser's request, return or destroy all copies of Confidential Information and portions thereof, and certify such return or destruction.

The parties acknowledge that Confidential Information is valuable and unique and that disclosure in breach of this confidentiality provision will result in irreparable injury to its owner.

The parties agree that, in the event of a breach or threatened breach of this Agreement, in addition to any other remedy available to it in law:

- i. the Discloser shall be entitled to an injunction prohibiting any such breach; and
- ii. the Recipient shall indemnify (and keep indemnified) and hold harmless the Discloser and the Discloser's directors, employees, agents, and advisers, from and against any loss, action, claim or proceedings and all costs and expenses or other liabilities arising (including, without limitation, each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability) as a result of any unauthorised disclosure of any of the Confidential Information and/or any breach by the Recipient of the provisions of this Agreement.

Acknowledged and agreed on \_\_\_\_\_ 2017

Sign: .....

Print Name: .....