

ANNEX [REDACTED] ELAN MOBILE MONEY ASSESSMENT AND CONTRACTING GUIDE  
[REDACTED]

SAMPLE NON-DISCLOSURE [REDACTED]

MUTUAL NON-DISCLOSURE [REDACTED]

THIS [REDACTED] is dated [REDACTED] of [REDACTED]0

BETWEEN [Name], registered in [country] whose registered address is [Address], ("[REDACTED]")

AND [Name], [address] ("Operator")

(individually referred to as "[REDACTED]" and collectively referred to as "Parties")

WHEREAS:

[REDACTED] and the Operator intend to carry on commercial discussions with each other in connection with

the matter of mutual interest described below and anticipate sharing information of a confidential or proprietary nature in the course of those discussions and wish to enter into this agreement to protect the confidential or proprietary nature of information to be disclosed by the Parties to each other.

The matter of mutual interest is providing bulk transfer services for [REDACTED] clients (hereafter called

"the [REDACTED]")

NOW IT IS AGREED by and between the parties as follows:

[REDACTED]. To facilitate discussions, meetings and the conduct of business between the Parties with respect to

the [REDACTED], it may be necessary for either [REDACTED] to disclose ("[REDACTED]") to the other [REDACTED] ("Recipient")

[REDACTED] as defined below.

[REDACTED]. The Recipient shall be entitled to disclose the [REDACTED] to its employees, contractors and

advisers and [REDACTED], provided that the Recipient will ensure that any such employee,

contractor

or adviser or [REDACTED] [REDACTED] has a legal obligation to keep the [REDACTED] confidential

which, in the case of employees, contractors or advisers, shall be both during and after their current employment or engagement, on terms no less strict than this [REDACTED]. Any disclosure of such [REDACTED] by any employee, contractor or adviser or [REDACTED] [REDACTED] will be deemed to be a

breach of this [REDACTED] by the Recipient.

[REDACTED]. Each [REDACTED] acknowledges and agrees:

a. All [REDACTED] acquired by either [REDACTED] from the other [REDACTED] shall be and shall remain

the exclusive property of the disclosing [REDACTED] or the member of its group providing it;

b. To hold all [REDACTED] in confidence and to procure that its representatives, advisers and associates hold all such [REDACTED] in confidence. ANNEX [REDACTED] SAMPLE NON-DISCLOSURE [REDACTED] I ELAN MOBILE MONEY ASSESSMENT AND CONTRACTING GUIDE [REDACTED]

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c. To limit access to such [REDACTED] to authorised individuals ([REDACTED])

who have a need to know the [REDACTED] in order for the [REDACTED] to participate in the [REDACTED].

[REDACTED] To procure that its [REDACTED] are aware and adhere to the terms of this [REDACTED];

e. To use such [REDACTED] only for purposes of work, services or analysis related to the [REDACTED] and for other purposes only upon such terms as may be agreed upon between the Parties in

writing; and

f. To return promptly to the disclosing party, or to destroy any copies of such [REDACTED] in written, graphic or other tangible form at that [REDACTED]'s request and any such destruction shall be

certified in writing to the disclosing [REDACTED] by an authorised officer of the Recipient;

g. The obligations of each of the Parties with respect to [REDACTED] shall extend for a period of [REDACTED] ([REDACTED]) years following the date of disclosure of that [REDACTED]; provided,

however, that confidentiality obligations herein shall survive for a period of [REDACTED] ([REDACTED]) years from the

date of termination of this [REDACTED]; and

h. Neither disclosure of [REDACTED], nor this [REDACTED] shall be construed as (i) requiring a [REDACTED] to disclose or accept [REDACTED], (ii) permitting a [REDACTED] to use or sell the [REDACTED] or products derived therefrom, or (iii) granting to either [REDACTED] any rights by license or otherwise, express or implied, under any patent, copyright, trademark, trade secret or other intellectual property right now or hereafter obtained or licensable by the other [REDACTED], or

(iv) a representation or warranty by either [REDACTED] as to the accuracy or completeness of the [REDACTED] (other than as expressly set out in any agreement subsequently entered into by the Parties).

[REDACTED]. These obligations contained in this [REDACTED] do not apply to [REDACTED] that:

a. As shown by reasonably documented proof, was in the other's lawful possession without restriction

on use or disclosure prior to receipt thereof from the disclosing [REDACTED]; or

b. As shown by reasonably documented proof, was received by [REDACTED] [REDACTED] in good faith from a

[REDACTED] party not subject to a confidential obligation to the other [REDACTED] and without

breach of this

[REDACTED]; or

c. Now is or later becomes part of the public domain through no breach of confidential obligation by the receiving [REDACTED]; or

[REDACTED] Is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required

to be disclosed by operation of law, except that prior to any disclosure pursuant to this subsection, the [REDACTED] receiving the request for the information shall notify the disclosing [REDACTED] and provide them

with an opportunity to participate in objecting to production of the [REDACTED]; or

e. Was developed by the receiving [REDACTED] independently from and without the developing person(s)

having access to any of the [REDACTED] received from the other [REDACTED]; or

f. Is authorised in writing by the disclosing [REDACTED] to be released or is designated in writing by the

source as no longer being [REDACTED].

[REDACTED]. The Recipient acknowledges that m[REDACTED]y damages may not be an adequate remedy for any breach of

this [REDACTED]. The [REDACTED] will be entitled to seek specific performance and injunctive and other

equitable relief as a remedy for any breach of this [REDACTED] in addition to all m[REDACTED]tary remedies

available at law and in equity.

[REDACTED]. Neither this [REDACTED] nor provision of [REDACTED] pursuant to it shall be construed as

an agreement, commitment, promise or representation by either [REDACTED] to do business with

the other or

to do anything except as set out specifically in this [REDACTED].ANNEX [REDACTED] SAMPLE  
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GUIDE [REDACTED]

MUTUAL NON-DISCLOSURE [REDACTED]

[REDACTED]. This [REDACTED] shall be construed in accordance with the laws of  
Englan[REDACTED] The Parties hereby consent

to the exclusive jurisdiction of the courts of [REDACTED] and consent that all personal service of  
process

be made by certified mail or registered mail directed to the address stated herein and service so  
made

shall be deemed to be completed upon actual receipt thereof. The Parties waive any objection to  
jurisdiction and venue of any action instituted against it in [REDACTED], and agree not to assert any  
defense

based on lack of jurisdiction or venue. The Parties waive the right to trial by jury in any action, suit,  
proceeding or counterclaim of any kind arising out of or related to this [REDACTED].

[REDACTED]. The Recipient acknowledges that all [REDACTED] in the [REDACTED] vest  
in the [REDACTED] and the Recipient further acknowledges that it shall have no rights in respect of  
the

copyright, trade marks (registered or unregistered) or the other [REDACTED] in the  
[REDACTED] by virtue of a disclosure thereof to it.

[REDACTED]. This [REDACTED] is the entire agreement between the Parties with respect to  
disclosure of [REDACTED] pertaining to the [REDACTED] and supersedes all prior agreements and  
understandings with

respect to this subject. This [REDACTED] may be amended only by written agreement executed by  
both

Parties. This [REDACTED] shall be binding on the agents, successors and permitted assigns of the Parties.

[REDACTED]0. If for any reason, any provision of this [REDACTED] shall be determined to be invalid, void or

unenforceable by a court or regulatory body of competent jurisdiction, the remaining provisions of this

[REDACTED] shall remain in full force and effect and shall in no way be affected, impaired or invalidated

unless removal of the provision in question results in a material change to this [REDACTED].

Further, no

failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as

a waiver thereof, nor shall any single or partial exercise thereof preclude any other or exercise of any

rights under this [REDACTED].

[REDACTED][REDACTED]. Assignment. Neither [REDACTED] shall assign this [REDACTED] to a [REDACTED] party without the other [REDACTED]'s prior

written consent, which such consent will not be unreasonably withheld, denied, conditi[REDACTED]d or delayed;

provided, however, that each [REDACTED] may assign the rights and obligations to any [REDACTED] [REDACTED].

[REDACTED][REDACTED]. [REDACTED] parties cannot benefit from this [REDACTED] under The Contracts (Rights of [REDACTED] Parties) Act [REDACTED][REDACTED][REDACTED][REDACTED].

[REDACTED][REDACTED]. Either [REDACTED] may terminate this [REDACTED] on thirty ([REDACTED]0) days written notice to the other [REDACTED].

[REDACTED][REDACTED]. Counterparts and [REDACTED]. This [REDACTED] may be executed in [REDACTED] or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the [REDACTED] when a duly authorised representative of each [REDACTED] has signed

a counterpart. The Parties intend to sign and deliver this [REDACTED] by facsimile transmission. Each

[REDACTED] agrees that the delivery of the [REDACTED] by facsimile shall have the same force and effect as

delivery of original signatures and that each [REDACTED] may use such facsimile signatures as evidence of the

execution and delivery of the [REDACTED] by all Parties to the same extent that an original signature

could be use[REDACTED]

[REDACTED][REDACTED]. In this [REDACTED] unless the context otherwise requires the following words and expressions shall have

the following meanings:

"[REDACTED]" means this Mutual Non-Disclosure [REDACTED];

"[REDACTED]" means any and all information and know-how that the [REDACTED] and/or its [REDACTED] and/or its agents may from time to time disclose to the Recipient or the Recipient's ANNEX [REDACTED] SAMPLE NON-DISCLOSURE [REDACTED] I ELAN MOBILE MONEY ASSESSMENT AND CONTRACTING GUIDE [REDACTED]

MUTUAL NON-DISCLOSURE [REDACTED]

[REDACTED] during the course of the [REDACTED] or which otherwise becomes known to the Recipient

either during the course of the [REDACTED] or during the course of any previous discussions, negotiations or

relationship with the [REDACTED] in relation to the [REDACTED], whether orally, in writing, digitally, in the form

of machine readable code or embodied in hardware or any other physical medium which relates to the

business, including but not limited to the business plan of the [REDACTED] or their [REDACTED], data,

know-how, designs, illustrations, drawings, photographs, illustrations, notes, memoranda, terms of business, financial information, financial projections, financial records, customers and suppliers, sales

and marketing information, spreadsheets, specifications, technical information and computer software

of the [REDACTED] and/or its [REDACTED];

"[REDACTED]" means the [REDACTED] which has disclosed [REDACTED] to the other [REDACTED];

"[REDACTED] [REDACTED]" means any [REDACTED] which is, or is a subsidiary of, the ultimate holding [REDACTED] of the relevant

[REDACTED] from time to time, where "subsidiary" and "holding [REDACTED]" have the meanings ascribed to them in

section [REDACTED][REDACTED][REDACTED][REDACTED] of the Companies Act [REDACTED]00[REDACTED] or such other legislation as may amend, extend, consolidate or replace the same from time to time;

"[REDACTED]" means (i) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights and know-how;



(ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation

to any such rights;

and

"Recipient" means a [REDACTED] that has received [REDACTED] of the other [REDACTED].

Signed for an on behalf of [REDACTED]: Signed for an on behalf of the [REDACTED]:

Signature: Signature:

Name: Name:

Title: Title:

Date: Date: