

CARAVELA

VISITOR NON-DISCLOSURE AGREEMENT

As a guest to **CARAVELA**, I understand and agree to the following:

1. During my visit, I may be given access to confidential information belonging to **CARAVELA**, and I will not copy, misuse, or release any confidential information that I may observe or have access to during my visit.
2. Confidential information consists of information and materials that are valuable and not generally known to the public, including, but not limited to, business plans, financial information, operational details, supplier information, customer lists, proprietary software systems, trade secrets, product designs, software code, and other proprietary information.
3. Confidential information does not include information that: (a) is publicly available; (b) was already in my possession before it was disclosed by **CARAVELA**; or (c) I have rightfully obtained from a third party without breach of any confidentiality obligation.
4. I agree to use **CARAVELA**'s confidential information solely for the purpose of my visit, and to not disclose any confidential information to any third party without **CARAVELA**'s written consent.
5. Visitor shall not use, in whole or in part the Confidential Information for the purpose of producing or make possible the production by third parties, in whole or in part, of any product that uses or incorporates the Confidential Information;
6. Visitor shall not engage, or procure to engage, in any behavior amounting to market abuse within the meaning of applicable market abuse laws based on any Confidential Information.
7. I will not use a camera, cell phone and/or any other device capable of recording or taking pictures unless specifically authorized by a CARAVELA employee.
8. I agree to not make any copies or to store any information without the prior written consent of **CARAVELA**
9. I understand that I will indemnify **CARAVELA** for any actual loss or damage (including all reasonable costs) suffered by **CARAVELA** directly in consequence of any unauthorized disclosure or use of Confidential Information or any breach of the covenants, agreements and undertakings given under this Agreement
10. I understand that my obligation under this agreement will continue after my visit is complete. This agreement will remain in effect for 12 months after my visit. The confidentiality obligations set forth hereunder shall survive the termination of this Agreement for any reason whatsoever for a period of five (5) years after such termination, with the exception of any trade secrets which shall survive until time-barred pursuant to any applicable law.
11. This Agreement shall in all respects be governed and construed in accordance with the laws of the United Kingdom. Claims or disputes arising out or relating to this Agreement shall be settled by the competent court in London

Visitor Name: _____

Visitor Signature: _____

Date: _____