

**DATED 9<sup>th</sup> September 2024**

**(1) Zebra Law Ltd**

**(2) IMBA Dynamics Ltd**

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**NON-DISCLOSURE AGREEMENT**

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**THIS AGREEMENT** is made the 9<sup>th</sup> day of September 2024

**BETWEEN:**

- (1) Zebra Law Ltd, a company registered in England and Wales under number 14541910 whose registered office is at Blackbox, Beech Lane, Wilmslow, SK9 5ER (“the Disclosing Party”) and
- (2) IMBA Dynamics Ltd, a company registered in England and Wales under number 15925507 whose registered office is at 61 Tintern Road, Cheadle Hulme, Cheadle, England, SK8 7QF (“the Receiving Party”)

**WHEREAS:**

- (1) The Disclosing Party carries on the business of legal services and wishes to disclose to the Receiving Party certain Confidential Information (as outlined in Schedule 1) which is confidential to the Disclosing Party (such disclosure to be only for the Stated Purposes set out in Schedule 2).
- (2) The Disclosing Party wishes to ensure that the Confidential Information is kept confidential and to prevent the Receiving Party from misusing or further disclosing that information to third parties without authorisation.
- (3) In consideration of the Disclosing Party disclosing the Confidential Information to the Receiving Party, the Receiving Party hereby agrees that it will accept the Confidential Information subject to, and in accordance with, the terms of this Agreement, which will accordingly take effect and be binding as a contract.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**“Confidential Information”** shall assume the meaning set out in Clause 2 of this Agreement;

**“Data Protection Legislation”** means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

<b>“controller”</b> <b>“data controller”</b> <b>“data processor”</b> <b>“data subject”</b> <b>“personal data”</b> <b>“processing”</b> <b>“processor” and</b> <b>“appropriate technical and organisational measures”</b>	shall have the meanings ascribed thereto in the Data Protection Legislation;
<b>“Intellectual Property Rights”</b>	<p>means (a) any and all rights (whether or not registered or registrable) subsisting in any jurisdiction in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, copyrights, database rights, know-how, trade and other secrets, rights in designs, and inventions;</p> <p>(b) rights under licences, consents, orders, statutes, or otherwise in relation to a right in paragraph (a);</p> <p>(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and</p> <p>(d) the right to sue for past infringements of any of the foregoing rights;</p>
<b>“Processed Personal Data”</b>	means the personal data described in sub-Clause 8.1 and Schedule 3 which is to be disclosed by the Disclosing Party to the Receiving Party under sub-Clause 8.2;
<b>“Representatives”</b>	means, in relation to either Party, its officers and employees, professional advisers or consultants engaged to advise that Party, contractors or sub-contractors engaged by that Party, and any other person to whom the other Party agrees in writing that the Confidential Information may be disclosed;
<b>“Shared Personal Data”</b>	means the personal data described in sub-Clause 7.1 and Schedule 3 which is to be disclosed by the Disclosing Party to the Receiving Party under sub-Clause 7.2;
<b>“Stated Purposes”</b>	means the purposes set out in Schedule 2 for which the Receiving Party may use the Confidential Information.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

- 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement; and
- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any other gender.
- 1.6 References to persons shall include corporations.

## **2. Confidential Information**

- 2.1 For the purposes of this Agreement, “Confidential Information” shall be the information outlined in Schedule 1, any information designated at or before the time of disclosure by the Disclosing Party as confidential, and any other information that falls within the definition as further set out below in this Clause 2. This includes:
  - 2.1.1 the fact that discussions and negotiations are taking place between the Parties concerning the Stated Purposes and the status of such discussions and negotiations;
  - 2.1.2 the existence and terms of this Agreement;
  - 2.1.3 any and all confidential or proprietary information relating to:
    - a) the business, customers, clients, or suppliers of the Disclosing Party;
    - b) the operations, processes, product information, trade secrets, know-how, or technical information of the Disclosing Party; and
  - 2.1.4 further information, data, analysis, or findings derived from the Confidential Information.
- 2.2 The definition of Confidential Information set out above shall apply whether or not the Confidential Information is of a commercially (or other) sensitive nature, and in whatever tangible or intangible form the Confidential Information exists or is communicated.
- 2.3 Information shall not be (or shall cease to be) Confidential Information if and to the extent that any of the exceptions set out in Clause 10 apply.

## **3. Receiving Party’s Confidentiality Obligations**

- 3.1 The Disclosing Party has a commercial or other interest in all Confidential Information that it may disclose to the Receiving Party after the Parties enter into this Agreement.
- 3.2 The Receiving Party shall, subject to the provisions of Clause 10, at all times maintain as secret and confidential and shall not disclose, use, exploit, or reproduce any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Stated Purposes without the express written consent of the Disclosing Party. Such unauthorised purposes may include, but are not limited to:

- 3.2.1 disclosing, whether directly or indirectly, or otherwise making available any part of the Confidential Information to any person except as expressly permitted by this Agreement;
  - 3.2.2 copying or otherwise recording any part of the Confidential Information except to the extent strictly necessary for the Stated Purposes. Any such copies or records made by the Receiving Party shall be the property of the Disclosing Party;
  - 3.2.3 reproducing (or attempting to reproduce) any part of the Confidential Information, or to investigate or uncover otherwise undisclosed aspects of the Confidential Information (including, but not limited to, related Confidential Information);
  - 3.2.4 using the Confidential Information, whether directly or indirectly, to procure (or attempt to procure) any commercial advantage for the Receiving Party, or a commercial disadvantage to the Disclosing Party;
  - 3.2.5 carrying out any processes, making any inventions, further developments, or applications for any registered Intellectual Property Rights from or based upon the Confidential Information;
- 3.3 The Receiving Party shall take all reasonable organisational, physical, and technical measures to preserve the secrecy and confidentiality of the Confidential Information.
- 3.4 The Receiving Party shall keep written records of:
  - 3.4.1 any Confidential Information received from the Disclosing Party as a document or other tangible form; and
  - 3.4.2 any copies made of any part of the Confidential Information.
- 3.5 Upon the termination or expiry of this Agreement for any reason, following the end of the Stated Purposes or, if sooner, on demand by the Disclosing Party, the Receiving Party shall return all Confidential Information forthwith to the Disclosing Party and shall further provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.
- 3.6 Nothing in this Agreement shall prevent the Receiving Party from using mere skills and experience acquired by the Receiving Party or any of its Representatives prior to, or in the course of the Stated Purposes.

#### **4. Storage of Confidential Information**

- 4.1 The Receiving Party shall ensure that the Confidential Information is kept only at its premises at 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7BB and shall not at any time allow the Confidential Information or any part thereof to be removed from its premises.
- 4.2 Where the Receiving Party holds the Confidential Information in hardcopy form, it must be stored in a locked cabinet when not in use.
- 4.3 Where the Receiving Party holds the Confidential Information electronically, the Confidential Information shall be stored only on local computers or devices at its premises at 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7BB. The Confidential Information shall not be stored on a remote server of any kind. Confidential Information stored on local computers or devices may not be made accessible over any network and must be confined solely to those computers or

devices. Furthermore, the computers or devices shall not be connected to any network at any time while storing the Confidential Information. The computers or devices on which the Confidential Information is stored must be protected using passwords which may be shared only with those authorised to access the Confidential Information. When not in use, the computers or devices used to store the Confidential Information must be stored in a locked cabinet.

- 4.4 The Disclosing Party shall have the right to access and inspect the location at which the Receiving Party is to hold the Confidential Information upon not less than 48 hours written notice. If the Disclosing Party is not satisfied with any aspect of the Receiving Party's storage arrangements, it shall have the right to request any such reasonable changes to those arrangements as it may deem necessary to satisfy the requirements described in this Agreement.

## **5. Permitted Disclosure**

- 5.1 The Receiving Party may disclose to its Representatives such of the Confidential Information as is reasonably necessary for the Stated Purposes provided that:
- 5.1.1 it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure;
  - 5.1.2 it obtains from such Representatives written undertakings to the Disclosing Party which shall be on the same terms as this Agreement and which shall be enforceable by it and are binding upon those Representatives to the same extent as this Agreement is binding upon the Receiving Party; and
  - 5.1.3 it keeps a written record of all Representatives to whom the Confidential Information, or any part of it, is disclosed.
- 5.2 The Receiving Party shall be liable for the acts or omissions of such Representatives with respect to the Confidential Information as if they were the acts or omissions of the Receiving Party, whether or not the Receiving Party has complied with sub-Clause 5.1.

## **6. Mandatory Disclosure**

- 6.1 Subject to the provisions of sub-Clause 6.2, the Receiving Party may disclose Confidential Information only to the extent that such disclosure is required by law, by any court of competent jurisdiction, or by any government agency or other regulatory or taxation authority of competent jurisdiction lawfully requesting such disclosure.
- 6.2 Prior to disclosure under sub-Clause 6.1, the Receiving Party shall, to the extent permitted by law, notify the Disclosing Party in writing in advance of such disclosure. If prior notification is not permitted by law, the Receiving Party shall, to the extent permitted by law, inform the Disclosing Party of the disclosure and the circumstances surrounding it as soon as is reasonably practicable after the disclosure has taken place.

## **7. Disclosure of Personal Data – Personal Data Sharing**

- 7.1 The Confidential Information incorporates certain Shared Personal Data which is to be disclosed by the Disclosing Party to the Receiving Party. Schedule 3 sets out the types of personal data comprising the Shared Personal Data, the categories of data subject to whom it relates, the scope, nature, and purpose of processing to be carried out, and

the duration of the sharing and processing.

- 7.2 This Clause 7 establishes the framework for the sharing of the Shared Personal Data between the Parties as data controllers. The Shared Personal Data shall be disclosed by the Disclosing Party to the Receiving Party only to the extent reasonably necessary for the Stated Purposes.
- 7.3 Both Parties shall at all times comply with their obligations as data controllers and the rights of data subjects, and all other applicable requirements under the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove, or replace either Party's obligations under the Data Protection Legislation. Any material breach of the Data Protection Legislation by either Party shall, if not remedied within 48 hours of written notice from the other Party, give the other Party grounds to terminate this Agreement with immediate effect.
- 7.4 With respect to the sharing of the Shared Personal Data, the Disclosing Party shall ensure it has in place all required notices and consents in order to enable the transfer of the Shared Personal Data.
- 7.5 With respect to the sharing of the Shared Personal Data, the Receiving Party shall:
  - 7.5.1 not disclose the Shared Personal Data to any third parties;
  - 7.5.2 process the Shared Personal Data only to the extent reasonably necessary for the Stated Purposes;
  - 7.5.3 ensure that any of its Representatives to whom the Shared Personal Data is to be disclosed are subject to contractual obligations in relation to confidentiality and data protection that bind those Representatives and that are substantially the same as the obligations imposed upon the Receiving Party by this Agreement;
  - 7.5.4 ensure that it has in place appropriate technical and organisational measures (as set out in Schedule 3), as reviewed and approved by the Disclosing Party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Shared Personal Data, having regard to the state of technological development and the cost of implementing any such measures; and
  - 7.5.5 not transfer any of the Shared Personal Data outside of the UK.
- 7.6 The Parties shall assist one another in complying with their respective obligations under the Data Protection Legislation. Such assistance shall include, but not be limited to:
  - 7.6.1 providing the other Party with the contact details of its data protection officer and/or at least one other of its Representatives as a point of contact for all issues relating to the Data Protection Legislation including, but not limited to, compliance, training, and the handling of data breaches;
  - 7.6.2 consulting with the other Party with respect to information and notices provided to data subjects relating to the Shared Personal Data;
  - 7.6.3 informing the other Party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;
  - 7.6.4 not disclosing or otherwise releasing any Shared Personal Data in response to a data subject access request without prior consultation with the other Party, whenever reasonably possible;

- 7.6.5 assisting the other Party at its own cost in responding to any other data subject request;
  - 7.6.6 assisting the other Party at its own cost in complying with its obligations under the Data Protection Legislation relating to security, impact assessments, breach notifications, and consultations with the Information Commissioner's Office and any other applicable supervisory authorities or regulators;
  - 7.6.7 notifying the other Party of any breach of the Data Protection Legislation without undue delay;
  - 7.6.8 notifying the other Party of any personal data breach affecting the Shared Personal Data without undue delay;
  - 7.6.9 using compatible technology for the processing of the Shared Personal Data in order to preserve accuracy;
  - 7.6.10 deleting or returning, at the request of the other Party, the Shared Personal Data and any and all copies thereof on the termination or expiry of this Agreement, subject to any legal requirement to retain any applicable personal data; and
  - 7.6.11 maintaining all necessary complete and accurate records and other information to demonstrate compliance with this Clause 7.
- 7.7 Each Party shall indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's (or its Representatives') breach of the Data Protection Legislation provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.

## **8. Disclosure of Personal Data – Personal Data Processing**

- 8.1 The Confidential Information incorporates certain Processed Personal Data which is to be disclosed by the Disclosing Party to the Receiving Party to be processed by the Receiving Party on the Disclosing Party's behalf for the Stated Purposes. Schedule 3 sets out the types of personal data comprising the Processed Personal Data, the categories of data subject to whom it relates, the scope, nature, and purpose of processing to be carried out, and the duration of the processing.
- 8.2 This Clause 8 establishes the framework for the processing of the Processed Personal Data by the Receiving Party in its capacity as a data processor on behalf of the Disclosing Party in its capacity as a data controller. The Processed Personal Data shall be disclosed by the Disclosing Party to the Receiving Party only to the extent reasonably necessary for the Stated Purposes.
- 8.3 Each Party shall comply at all times with their respective obligations as data controller and data processor and the rights of data subjects, and all other applicable requirements under the Data Protection Legislation. This Clause 8 is in addition to, and does not relieve, remove, or replace either Party's obligations under the Data Protection Legislation. Any material breach of the Data Protection Legislation by either



Party shall, if not remedied within 48 hours of written notice from the other Party, give the other Party grounds to terminate this Agreement with immediate effect.

- 8.4 Without prejudice to the generality of sub-Clause 8.3, the Disclosing Party shall ensure it has in place all required notices and consents in order to enable the lawful transfer of the Processed Personal Data to the Receiving Party for the duration and purposes of this Agreement.
- 8.5 Without prejudice to the generality of sub-Clause 8.3, the Receiving Party shall, with respect to the Processed Personal Data and the Stated Purposes:
  - 8.5.1 process the Processed Personal Data only on the written instructions of the Disclosing Party unless the Receiving Party is otherwise required to process the Processed Personal Data by law. The Receiving Party shall promptly notify the Disclosing Party of such processing unless prohibited from doing so by law;
  - 8.5.2 ensure that it has in place appropriate technical and organisational measures (as set out in Schedule 3), as reviewed and approved by the Disclosing Party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Processed Personal Data, having regard to the state of technological development and the cost of implementing any such measures;
  - 8.5.3 ensure that any of its Representatives to whom the Processed Personal Data is to be disclosed are subject to contractual obligations in relation to confidentiality and data protection that bind those Representatives and that are substantially the same as the obligations imposed upon the Receiving Party by this Agreement;
  - 8.5.4 not transfer any of the Processed Personal Data outside of the UK;
  - 8.5.5 assist the Disclosing Party at its own cost in complying with its obligations under the Data Protection Legislation relating to security, impact assessments, breach notifications, and consultations with the Information Commissioner's Office and any other applicable supervisory authorities or regulators;
  - 8.5.6 inform the Disclosing Party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;
  - 8.5.7 not disclose or otherwise release any Processed Personal Data in response to a data subject access request without prior consultation with the Disclosing Party, whenever reasonably possible;
  - 8.5.8 assist the Disclosing Party at its own cost in responding to any other data subject request;
  - 8.5.9 notify the Disclosing Party of any breach of the Data Protection Legislation without undue delay;
  - 8.5.10 notify the Disclosing Party of any personal data breach affecting the Processed Personal Data without undue delay;
  - 8.5.11 delete or return, at the request of the Disclosing Party, the Processed Personal Data and any and all copies thereof on the termination or expiry of this Agreement, subject to any legal requirement to retain any applicable personal data; and
  - 8.5.12 maintain all necessary complete and accurate records and other information to demonstrate compliance with this Clause 8.

- 8.6 The Receiving Party shall not sub-contract the processing of the Processed Personal Data to a third-party processor without the prior written consent of the Disclosing Party.
- 8.7 Where the Disclosing Party consents to the appointment of a third-party processor under sub-Clause 8.6, the Receiving Party shall enter into a written agreement with that third-party processor incorporating terms which are substantially similar to those contained in this Clause 8. The Receiving Party shall remain fully liable for all acts or omissions of any such third-party processor so appointed.
- 8.8 Either Party may, at any time and on at least 48 hours' notice, alter this Clause 8, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace this Clause 8 by attachment to this Agreement.
- 8.9 Each Party shall indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's (or its Representatives') breach of the Data Protection Legislation provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.

## **9. Proprietary Rights**

The Confidential Information and all Intellectual Property Rights subsisting therein shall remain the property of the Disclosing Party (or its licensors, as appropriate) and the disclosure of the Confidential Information to the Receiving Party shall not confer upon the Receiving Party any rights whatsoever in any part of the Confidential Information.

## **10. Exceptions to Non-Disclosure and Confidentiality**

The obligations set out in this Agreement relating to Confidential Information shall not apply (where the same can be proven using documentary evidence produced by the Receiving Party) to any information that:

- 10.1.1 is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party, and the Receiving Party is free of any other obligations of confidentiality with respect to it;
- 10.1.2 is in, or comes into, other than through any breach of this Agreement or other wrongful act or default of the Receiving Party, general circulation in the public domain;
- 10.1.3 is received by the Receiving Party from a third party free of any obligations of confidentiality similar to those set out in this Agreement, provided such receipt is not of itself a breach of this Agreement;
- 10.1.4 is, prior to disclosure by the Disclosing Party, already in the possession of the Receiving Party having been independently developed by the Receiving Party;

- 10.1.5 is disclosed to a third party by the Disclosing Party free of any obligations of confidentiality similar to those set out in this Agreement;
- 10.1.6 is approved for disclosure in writing by the Disclosing Party;
- 10.1.7 is declared by the Disclosing Party in writing to no longer be confidential;
- 10.1.8 is required to be disclosed by the Receiving Party under the Freedom of Information Act 2000; or
- 10.1.9 is required by law, by any court of competent jurisdiction, or by any government agency lawfully requesting the same to be disclosed provided that the Receiving Party notifies the Disclosing Party in advance of such disclosure.

## **11. Term**

- 11.1 This Agreement shall come into force on 9<sup>th</sup> September 2024. The obligations of confidentiality set out in this Agreement shall continue for the duration of the Stated Purposes, which may be terminated by the Disclosing Party at any time by giving 2 weeks' written notice, subject only to the exclusions set out in Clause 10.
- 11.2 As fully detailed in sub-Clause 3.5, upon the termination or expiry of this Agreement for any reason, following the end of the Stated Purposes or, if sooner, on demand by the Disclosing Party, the Receiving Party shall return the Confidential Information to the Disclosing Party and shall ensure that no copies thereof are retained.

## **12. Enforcement and Indemnity**

- 12.1 Both Parties hereby acknowledge that damages alone would not be an adequate remedy for any breach by the Receiving Party of this Agreement.
- 12.2 The Disclosing Party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance, and other equitable relief for any breach of this Agreement by the Receiving Party, actual or threatened.
- 12.3 In addition to any rights or remedies whether at law or in equity to which either Party may be entitled, each Party hereby agrees to indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's (or its Representatives') breach of this Agreement (including, where applicable, any breaches of the Data Protection Legislation, as set out in sub-Clause 7.7, 8.9) provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.

## **13. No Further Obligation**

The Disclosing Party shall not have any obligation either to enter into any further transaction or agreement with the Receiving Party or to provide any, or any particular, information to the

Receiving Party.

**14. No Partnership or Agency**

14.1 Nothing in this Agreement shall establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

14.2 Each Party hereby confirms that it is acting on its own behalf and not for the benefit of any other person.

**15. Non-Assignment of Agreement**

Neither Party may assign, transfer, sub-contract, or in any other manner make available to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

**16. Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

**17. Variation**

No variation of or addition to this Agreement shall be effective unless in writing signed by each of the Parties or by a duly authorised person on its behalf.

**18. No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**19. Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid, or otherwise unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

**20. Communication**

20.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party giving the notice or by a duly authorised officer thereof, as appropriate.

20.2 Notices shall be deemed to have been duly given:

20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

- 20.2.2 when sent, if transmitted by facsimile or email and a successful transmission report or return receipt is generated; or
  - 20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 20.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 20.3 All notices under this Agreement shall be addressed to the most recent address, facsimile number, or email address notified to the other Party.

## 21. Third Party Rights

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 22. Law and Jurisdiction

- 22.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 22.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Disclosing Party by:

Mr Sunil Nannar, Director



\_\_\_\_\_  
Authorised Signature

Date: 10th September 2024

SIGNED for and on behalf of the Receiving Party by:

Mr Christopher Niblock, Director

C Niblock

\_\_\_\_\_  
Authorised Signature

Date: \_\_09/09/2024\_\_

## **SCHEDULE 1**

### **The Confidential Information**

The Confidential Information is any and all data relating to matters for which we are instructed and for which we require investigation services.

## **SCHEDULE 2**

### **The Stated Purposes**

To consider the terms of a commercial relationship and method of working between the Parties.

### **SCHEDULE 3**

#### **1. Personal Data Sharing and/or Processing**

The disclosing party considers it unavoidable to provide Personal and potentially Sensitive Personal Data, consisting of names, addresses, dates of birth and vehicle details, in light of the nature of the proposal and type of work conducted by both parties. Nevertheless, the scope and purpose of any and all disclosure is limited to conducted reasonable investigations into claims, is limited in duration to that which is reasonably required only and is designed to allow the Disclosing Party to properly investigate insurance claims as presented to their clients.