

DEED OF NON-DISCLOSURE

THIS DEED OF NON-DISCLOSURE is made on 13/05/2025

1. The Parties

1.1. Party A

Jed Wood

("Party A")

AND

1.2. Party B

("Party B")

2. Background

This deed is to confirm the terms and conditions pursuant to which Party A is prepared to disclose confidential information to Party B. Party B warrants, undertakes and agrees with Party A all terms and conditions as set out in this deed.

The Parties have agreed and do hereby agree as follows:

3. Definitions

3.1. 'Deed' means this agreement and all terms and conditions contained herein relating to the disclosure of Confidential Information by the First Party to the Second Party.

3.2. 'The Purpose' refers to the purpose for which information is being disclosed pursuant to this Deed which is:

To enable us to share confidential information about Homeswipe.

3.3. The Parties means Party A and Party B.

3.4. 'Confidential Information' means all information relating to Party A which might fairly be considered to be of a confidential nature and includes, but is not limited to:

3.4.a. information of whatever nature, without limitation, which is obtained in any form by Party B from Party A or its advisers, or by observations during visits, or by demonstrations;

3.4.b. information of whatever nature relating to the business activities, practices and finances of Party A;

3.4.c. any evaluation material, design work, strategic plans and ideas, innovations, creative plans, concepts and ideas and any other plans or ideas developed by Party A or on its behalf whether relating specifically to the Purpose or otherwise;

3.4.d. any information derived from the information falling within the scope of any of the activities set out above;

3.4.e. any copy of any of the foregoing; and

3.4.f. the fact that discussions are taking place between the Parties to this Deed,

but does not include information which is:

3.4.g. publicly available, other than as a result of this Deed; or

3.4.h. lawfully available from a third party free from any confidentiality restriction; or

3.4.i. provided by the First Party and marked 'Non Confidential'; or

3.4.j. required by law or regulation to be disclosed, but to the absolute minimum necessary and provided that Party A is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

If there is any doubt as to whether any particular information constitutes Confidential Information written confirmation is to be obtained from Party A.

3.5. 'Personal Information' means information that relates to an identified or

identifiable individual within the meaning of the Data Protection Act 2018 and UK GDPR.

4. Duration

The terms and conditions herein contained shall be binding upon the Parties to this Deed for a period of **5 YEARS** from the date of 13/05/2025.

5. Confidentiality and non-use

5.1. Party B undertakes to Party A:

5.1.a. to keep the Confidential Information secret at all times;

5.1.b. not to disclose it or allow it to be disclosed in whole or in part to any third party without Party A's 's prior written consent;

5.1.c. not to use it in whole or in part for any purpose except for the Purpose;

5.1.d. to take proper and all reasonable measures to ensure the confidentiality of the Confidential Information; and

5.1.e. without prejudicing or limiting any other clause contained herein, not to use the Confidential Information directly or indirectly to procure a commercial advantage over Party A or otherwise use any designs, ideas or concepts without the express written consent of Party A.

6. Data Protection

Where the disclosure of any and all Confidential Information by Party A to Party B involves any personal data or information being processed, shared or stored by that party Deed such personal data shall be processed, shared or stored in a way which is compliant with applicable data protection laws and any amendments thereof which may from time to time be introduced and any other act of parliament, law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of personal data.

7. Return of information and property

Party B acknowledges and agrees that the property and copyright in the Confidential Information disclosed to it by Party A, including any documents, files and other items containing any of the Confidential Information, belongs to Party A. At Party A's written request, Party B's will return immediately to Party A all the Confidential Information which they have received under this Deed and which may still be in their possession, including any copies made, and make no further use or disclosure of any of the Confidential Information.

8. No implied rights

8.1. This Deed shall not be construed:

8.1.a. to grant any licence or rights other than as expressly set out herein in respect of the Confidential Information; nor

8.1.b. to require any disclosure any of the Confidential Information.

8.2. No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Deed.

9. Severability

Where any accepted and recognised body of authority finds any clause, provision, undertaking, condition, obligation, term or any other stipulation within this Deed to be unlawful or unenforceable to any such extent, such clause, provision, undertaking, condition, obligation, term or any other stipulation within this Deed shall be severed from the remainder of the Deed and all other remaining clauses, provisions, undertakings, conditions, obligations, terms and all and any other stipulations shall remain in effect and valid to their fullest extent as permitted by the law.

10. Governing Law and Jurisdiction

This Deed shall be governed by and interpreted in accordance with the jurisdiction of England and Wales. The Parties agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim arising from it.

11. Indemnity for breach

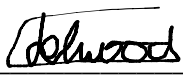
Party B undertakes to Party A to indemnify and keep Party A at all times fully indemnified from and against any loss or disclosure of any of the Confidential Information and from all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of any breach or non-performance by them of any of their warranties, undertakings or obligations under this Deed.

SIGNATURES

EXECUTED AS A DEED by the Parties and delivered on _13/05/2025_____.

PARTY A

SIGNATURE:



(Jed)

PARTY B

SIGNATURE:

(_____)
