



# LATERAL CONNECT

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on 08/08/2023

BETWEEN

PARTIES

- (1) **Lateral-Connect LIMITED**, a company registered in England and Wales (number 14152002) having its registered office address at 63/66 Hatton Garden London EC1N 8LE, United Kingdom; and
- (2) ....., a company registered in England and Wales (number) having its registered office at

### WHEREAS

(A) Each party has received and wishes to receive certain Confidential Information and/or Services (as defined below) from the other in connection with the Permitted Purpose (as defined below).

(B) This agreement sets out the terms on which such information is received.

### AGREED TERMS

#### 1. Definitions

In this agreement:

1 "Confidential Information" means information which relates to a Disclosing Party's business that is made available directly or indirectly to a Receiving Party, whether orally, visually or in writing (including graphic material), whether before or after the date of this agreement. Confidential Information includes but is not limited to:

- (a) business, prospective business, financial, operational, technical, administrative, research and development, marketing, planning, current and historic customer, contractor, partner, supplier, and staff information relating to a Disclosing Party (including without limitation Personal Data as defined below);
- (b) proprietary information, technical data, know-how, formulae, processes and engineering processes, strategies, designs, photographs, drawings, specifications, software (both source code and object code), intellectual property rights, inventions,

patents, technology, hardware configuration information, samples, technical literature or other material of a Disclosing Party including information which is attributable to or the existence of which is derived from discussions relating to the Permitted Purpose;

- (c) notes, extracts, analyses, materials or compilations of two or more items of such information whether or not each individual item is in itself confidential, prepared by or on behalf of the Receiving Party which are copied or derived from information made available by a Disclosing Party;
- (d) the existence and terms of this agreement; and
- (e) the existence and content of any discussions or negotiations between the parties.

For the avoidance of doubt, any references to Confidential Information in respect of Lateral Connect UK Limited as Disclosing Party shall include Confidential Information of the Lateral Connect Group and each of the Group Companies.

2        "**Disclosing Party**" means the party that directly or indirectly discloses or otherwise makes available Confidential Information to the Receiving Party and, for the avoidance of doubt, in the case of Lateral Connect UK Limited, references to "Disclosing Party" shall be deemed to include the relevant Group Company that has directly, or indirectly, made available the Confidential Information;

3        "**Lateral Connect UK Limited**" means the Parent and each and any of its subsidiaries or subsidiary undertakings (as such terms are defined in the Companies Act 2006) from time to time and each such undertaking being a "**Group Company**";

4        "**Parent**" means Lateral Connect UK Limited (company number 12485398) whose registered office is at 63/66 Hatton Garden London EC1N 8LE, United Kingdom;

5        "**Permitted Purpose**" means for the purpose of evaluating whether to enter into a further agreement on proving services and/or deliverables copywrite and editing service

6        "**Receiving Party**" means the party that directly or indirectly receives Confidential Information from the Disclosing Party; and

7        "**Representatives**" means directors, officers, members, employees, agents, managers and consultants of, and individuals seconded to work for, a party or a Group Company.

## 2.        **Protection of Confidential Information**

2.1       In consideration of all access the Receiving Party may have to the Confidential Information of the Disclosing Party, the Receiving Party shall:

- (a) keep the Confidential Information strictly confidential (including, without limitation, using all precautions the Receiving Party employs with respect to its own Confidential Information), not disclose it to any third party (unless prior approved in writing by the Disclosing Party) and not make any use whatsoever of the Confidential Information for any purpose, whether commercial or non-commercial, other than the Permitted Purpose;

- (b) take all reasonable and prudent steps and security measures necessary to prevent the Confidential Information from being disclosed to any third party (except as prior approved in writing by the Disclosing Party);
  - (c) not copy, decompile, reverse engineer, reduce into writing, or summarise any Confidential Information except to the extent strictly necessary to carry out the Permitted Purpose; and
  - (d) not disclose any Confidential Information to any more than the minimum number of Representatives strictly necessary to carry out the Permitted Purpose and shall ensure that all those to whom the Confidential Information is disclosed are aware of and observe the terms of this agreement in all respects as if they were a party to this agreement.
- (a) provide on request a list of Representatives to whom Disclosing Party's Confidential Information has or will be disclosed under clause 2.1(d).

2.2 A Receiving Party shall not, without prior written consent, use the Confidential Information for its advantage, commercial or otherwise.

### **3. Intellectual Property**

- 3.1 The Receiving Party acknowledges and agrees that all property, including intellectual property, in the Confidential Information and in documents and other materials containing the Confidential Information shall remain with and be vested in the Disclosing Party or its licensors (as applicable).
- 3.2 Except for the right to use the Confidential Information for the Permitted Purpose as set out in this agreement, nothing in this agreement shall be construed as granting to or conferring on the Receiving Party any licence, right, title or interest in or to the Confidential Information or to give any licence to use, sell, copy or further develop such Confidential Information. This agreement shall not be construed so as to require the parties to enter into any further agreements.

### **4. Return of Confidential Information**

- 4.1 When the Permitted Purpose comes to an end or when requested to do so in writing, the Receiving Party shall promptly:
  - (a) deliver to the Disclosing Party any documents and other materials in its possession or control that contain any of the Disclosing Party's Confidential Information.
  - (b) permanently delete, destroy, and erase all electronic copies of the Confidential Information from any computer or data storage system into which the Confidential Information was entered; and
  - (c) make no further use of the Confidential Information.
- 4.2 Notwithstanding the foregoing, the Receiving Party may retain a copy of Confidential Information solely to the extent required to comply with law.

4.3 The Receiving Party shall, if required to do so, provide a certificate signed by an officer of the Receiving Party certifying that the provisions of paragraphs 4.1(a) and (b) above have been complied with.

4.4 Following the date on which the Receiving Party has complied with its obligations under clauses 4.1 and 4.3, the Receiving Party's obligations in clause 2 (subject to clause 6) in respect of Confidential Information disclosed prior to that date shall continue in force for a period of five (5) years from that date.

## 5. **Limitations of Confidentiality**

The Receiving Party's obligations under clause 2 shall not apply with respect to Confidential Information that the Receiving Party can demonstrate:

- (a) is or becomes generally available to the public or enters the public domain through no improper action or inaction by the Receiving Party or by anyone to whom the Receiving Party lawfully disclosed the Confidential Information;
- (b) was lawfully and independently received by the Receiving Party from a third party having no obligation of confidence with respect to the Confidential Information;
- (c) is required to be disclosed by reason of any order or regulation of a court or other body of competent jurisdiction but only to the extent that such disclosure is strictly required by that order or regulation. In the event that the Receiving Party is required by law, governmental order, or by a court of competent jurisdiction to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may comply with such requirement but shall use reasonable efforts to provide the Disclosing Party with advance notice (where permitted) of such required disclosure so as to afford the Disclosing Party the opportunity, at the Disclosing Party's sole cost and expense, to pursue a court order or other remedy, prior to disclosure, and the Receiving Party shall reasonably cooperate with the Disclosing Party in such efforts, so long as such cooperation does not expose the Receiving Party to risk of liability or penalty; or
- (d) was independently developed without any reference to, or use, of any Confidential Information of the Disclosing Party.

## 6. **Data Protection**

6.1 Where any Confidential Information disclosed includes Personal Data (as such term is defined in the General Data Protection Regulation (GDPR) (EU) 2016/679), Receiving Party warrants that:

- (a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments ("Applicable Laws");
- (b) it will not act so as to place the Disclosing Party (in breach of Applicable Laws; and
- (c) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Disclosing Party's compliance with Applicable Laws.

- 6.2 The Receiving Party shall notify the Disclosing Party immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- 6.3 The Receiving Party shall not transfer any Personal Data which is Confidential Information outside the European Economic Area or to any "International Organisation" (as referred to in the GDPR) without the Disclosing Party's prior written consent. For the avoidance of doubt, such consent is hereby given to Lateral Connect to receive any such Personal Data and transfer any such information to its Group Companies to the extent necessary for the Permitted Purpose, even if such Group Companies are outside the European Economic Area.

## **7. Miscellaneous**

- 7.1 Neither party makes any representation or warranty as to the accuracy, completeness or otherwise of the Confidential Information supplied, and each party acknowledges and agrees that it is responsible for making its own evaluation of such information.
- 7.2 The Receiving Party shall be liable to the Disclosing Party for the actions or omissions of the Receiving Party's Representatives in relation to this agreement, as if they were the actions or omissions of the Receiving Party.
- 7.3 If this Agreement is made because of or during a negotiating procedure, ..... hereby authorizes Lateral Connect to inform the other participants that Lateral Connect has received a proposal of ....., although Lateral Connect cannot reveal the terms and conditions of the proposal.
- 7.4 A party shall notify the other party immediately in writing if it becomes aware [(i)] that the other party's Confidential Information has been disclosed to an unauthorised third party [or (ii) of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data].
- 7.5 Each party acknowledges and agrees that a party's breach of this agreement may result in immediate and irreparable harm to the other party, for which damages may not be an adequate remedy. Without prejudice to any other rights and remedies it may have, a party shall be entitled to seek equitable relief (including without limitation injunctive relief) in relation to any threatened or actual breach of any of the terms of this agreement and to protect and enforce its intellectual property rights.
- 7.6. A waiver of any term of this agreement shall be valid only if it is in writing and signed by both parties.
- 7.7. The clauses of this agreement are severable and if any clause or identifiable part is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining clauses or parts of the agreement.
- 7.8. This agreement supersedes all previous drafts, agreements, arrangements and understanding between the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof.
- 7.9. This agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures

to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

**8. Governing Law**

This agreement shall be governed by English law and both parties submit to the non-exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this agreement or its subject matter.

This agreement was entered into on the date set out on page 1 of this agreement.

SIGNED by Victoria Coker (MD) )  
for and on behalf of )  
LATERAL CONNECT UK LIMITED )

SIGNED by .....)  
for and on behalf of .....)  
.....)