

# MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on

2024

BETWEEN:

- (1) **CHETWOOD FINANCIAL LIMITED** incorporated and registered in England and Wales with company number 9964966 whose registered office is at Ellice Way, Wrexham Technology Park, Wrexham, Wales, LL13 7YT (the “**Company**”) of the one part; and
- (2) **HEXAWARE TECHNOLOGIES UK LIMITED** incorporated and registered in England and Wales with company number 03647007 whose registered office is at Level 19 40 Bank Street, London, United Kingdom, E14 5NR of the other part,

(each a “**Party**” and together, the “**Parties**”).

**WHEREAS** the Parties have agreed to disclose certain Confidential Information (as defined below) for the Purpose (as defined below) subject to terms and conditions set out in this agreement (the “**Agreement**”).

In consideration of the Parties entering into and continuing discussions **IT IS HEREBY AGREED AS FOLLOWS:**

## 1. Definitions

### 1.1

“**Affiliate**” shall mean in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time. In this context, “control” means ownership of at least 50% of the voting share in such entity or the power to direct its management.

“**Confidential Information**” shall mean any information or data relating to the Disclosing Party’s business or affairs past, present or future (including but not limited to the existence of the Purpose, the Disclosing Party’s trade secrets, business, accounts, financial or contractual arrangements, or any details about any of its customers, clients or suppliers past, present or future, or their dealings, transactions or affairs and including in the case of the Company any such information relating to any affiliated companies) which have or may come to the Receiving Party’s knowledge during the procurement process or negotiations, and information ascertainable by the inspection or analysis of any material disclosed, whether in writing or orally, whether before or after the date of this Agreement and whether or not marked as confidential but shall exclude any part of such disclosed information or data which:

- (a) is or becomes common knowledge without breach of this Agreement by the Receiving Party; or
- (b) the Receiving Party can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party; or (b) has been developed by or for the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party; or
- (c) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or

- (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

If only a portion of the Confidential Information falls under any of the above subsections of this definition, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement. For the avoidance of doubt, the existence of this Agreement and the terms contained within it shall also constitute "Confidential Information".

- 1.2 **"Disclosing Party"** shall mean whichever of the Parties, their employees, affiliates, advisers and agents discloses Confidential Information to the other in connection with the Purpose.
- 1.3 **"Purpose"** shall mean the Parties discussing a potential mutually beneficial business opportunity, whereby Hexaware Technologies UK Limited may be selected to provide ITO and BPO Services to the Company.
- 1.4 **"Receiving Party"** shall mean whichever of the Parties, their employees, affiliates, advisers and agents receives Confidential Information from the other in connection with the Purpose.
- 1.5 A reference to a person includes a reference to a body corporate, association or partnership and includes that person's successors.

## **2. Handling of Confidential Information**

- 2.1 The Receiving Party shall maintain the Disclosing Party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information which the Receiving Party warrants as providing adequate protection against unauthorised disclosure, copying or use.
- 2.2 The Receiving Party shall ensure that Confidential Information is only released to such of its employees, professional advisers and sub-contractors (and in respect of the Company, those of its Affiliates) as "need to know" the same for the purposes of analysing the Purpose (**"Authorised Persons"**) and shall ensure that such Authorised Persons are aware of and adhere to the terms of this Agreement provided also that the Receiving Party shall remain primarily liable for the acts or omissions of such Authorised Persons.
- 2.3 The Receiving Party shall immediately notify the Disclosing Party in writing as soon as the Receiving Party becomes aware of any breach (or suspected breach) of this Agreement, or any breach (or suspected breach) of confidence in relation to the Confidential Information.

## **3. Return of Confidential Information**

- 3.1 At the request of the Disclosing Party, the Receiving Party shall:
  - (a) destroy or return (at the Disclosing Party's option) to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
  - (b) erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
  - (c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Receiving Party may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Receiving Party to keep evidence that it has performed its obligations under this Agreement.

## **4. Limitations**

- 4.1 The Receiving Party shall: (i) subject to Clause 2.2, not divulge the Disclosing Party's Confidential Information, in whole or in part, to any third party; (ii) use the same only for the Purpose; and (iii) make no commercial use of the same or any part thereof without prior written consent of the Disclosing Party except in connection with the Purpose.
- 4.2 Notwithstanding Clause 4.1, the Receiving Party shall be entitled to make any disclosure of the Disclosing Party's Confidential Information as required by an order of any court of competent jurisdiction, or in pursuance of any procedure for disclosure of documents in any proceedings before any such court, or pursuant to any law or regulation having the force of law in any country provided that to the extent permitted by law, it gives the Disclosing Party as soon as is practicable notice of such disclosure.
- 4.3 Neither Party shall make or permit others to make any reference to this Agreement, or the Purpose of this Agreement, or use the name of the other Party in any public announcements (save as may be required by law, or rules of applicable stock exchange), promotional, marketing, or sales materials or efforts.

## **5. Indemnity**

The Parties shall each indemnify the other from and against, and the Receiving Party shall pay to the respective Disclosing Party on demand all sums incurred by the Disclosing Party in respect of, all and any losses, damages (including any consequential, direct, indirect, special, incidental or punitive damages or loss or any other form of economic loss), liability, costs (including legal fees), expenses, claims (including any settlements of claims before or after issue of proceedings), actions, proceedings, judgment sums (including sums arising from consent orders or judgments) fines and penalties, however arising out of, or in connection with, the breach of this Agreement by the Receiving Party or the unauthorised disclosure or unauthorised use of any of the Confidential Information by the Receiving Party or by any of its Authorised Persons.

## **6. Compliance**

Each Party acknowledges and agrees that any or all of the Confidential Information could or may be inside information and that the use of such Confidential Information other than in accordance with the Purpose by either Party may be prohibited by applicable legislation including competition laws and securities laws relating to insider dealing and market abuse. Each Party confirms that it is aware of its obligations relating to such information under the laws and regulations applicable to it.

## **7. Notices**

All notices under this Agreement shall be in writing, sent by first class registered or recorded delivery post to the Party being served at its registered office or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

## **8. Termination**

- 8.1 The provisions of this Agreement shall survive any termination of discussions between the Parties and subject to clause 8.2, the Confidential Information must be kept secret for a period of three years from the date of disclosure.
- 8.2 Where Confidential Information is a trade secret, the Receiving Party's obligations hereunder shall be perpetual.

## **9. Non-assignment**

Neither Party may assign or transfer this Agreement in whole or in part without the prior written consent of the other Party.

## **10. Representation and Warranties**

- 10.1 Each Party understands and acknowledges that in disclosing information the Disclosing Party is not making any representation or warranty expressed or implied, as to the accurateness or completeness of the Confidential Information relating to such Party, and that the Disclosing Party will not have any liability to any person resulting from any use of the Confidential Information.
- 10.2 Nothing in this Agreement shall confer any rights of ownership to the Receiving Party in the Confidential Information or any intellectual property rights of the Disclosing Party and all right, title and interest in the Disclosing Party's Confidential Information and intellectual property is retained.

## **11. Purpose Specific Provisions**

- 11.1 Discussions between the parties in connection with the Purpose, shall not constitute an agreement, contract or representation of the Company. Receipt of any request for information or pricing does not imply the existence of a contract or commitment by or with the Company for any purpose and Hexaware Technologies UK Limited should note that any procurement process of the Company may not result in the award of any business. The Company reserves the right to change any aspect of, or cease, any procurement process at any time.
- 11.2 Hexaware Technologies UK Limited should note that any quantities or volumes provided by the Company are for indicative purposes only and any future quantities or volumes may vary from those stated.
- 11.3 Hexaware Technologies UK Limited acknowledges and agrees that no person has, nor is held out as having, any authority to give any statement, warranty, representation, assurance or undertaking on behalf of the Company in connection with any potential subsequent contract relating to the purpose.
- 11.4 Unless expressly agreed in writing by a Director of the Company, the Company will not in any circumstances be liable for any costs, expenditure, work or effort incurred by Hexaware Technologies UK Limited in carrying out enquiries in relation to, proceeding with, or participating in, any procurement processes or requests for information or pricing or otherwise in relation to the Purpose, including if the procurement process is terminated or amended by the Company.

## **12. Damages**

Each Party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement, and that any affected Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

## **13. Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **14. Third Party Rights**

No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms. The Company shall be entitled to enforce the terms of this Agreement on behalf of its Affiliate(s).

## **15. Governing Law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**16. Jurisdiction**

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**AS WITNESSED** this Agreement has been signed on behalf of each Party by its duly authorised representatives the day and year first above written.

SIGNED BY:

for and on behalf of the **Company**

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PRINT NAME:

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TITLE:

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DATE:

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SIGNED BY:

for and on behalf of Hexaware  
Technologies UK Limited

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PRINT NAME:

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TITLE:

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DATE:

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