**CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT**

West Sussex 04/09/20

This Agreement is entered into between the parties set out below.

**IT IS HEREBY AGREED** as follows:

1. **Interpretation**

In this Agreement:

* 1. “**Confidential Information**” means any information of the Disclosing Party and/or its Associated Companies and their respective directors and shareholders relating to trade secrets, plans, intentions, product information, technology, concepts and ideas, lists of members, suppliers or customers, funding sources, investment opportunities, know-how, affairs or other business of the Disclosing Party and/or its Associated Companies or their respective directors and shareholders, whether communicated orally or in writing, which is marked as confidential or might reasonably be considered to be confidential in nature as well as any Intellectual Property of Mutiny Consulting Ltd;
  2. “**Associated Company**” means a company which is a subsidiary, a holding company or ultimate holding company, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company. “Subsidiary” and “holding company” shall have the meanings ascribed to them in section 1159 Companies Act 2006 (as amended) and “company” shall include any body corporate;
  3. “**Disclosing Party**” means the party disclosing any particular item of Confidential Information to the party which receives or otherwise obtains such information;
  4. **“Intellectual Property”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
  5. “**Recipient**” means, in relation to any particular item of Confidential Information, the party which receives or otherwise obtains such information.

1. **Confidential Information**

The obligations in this Agreement shall not apply to Confidential Information which:

* 1. has become known to the Recipient without breach of any confidentiality obligation prior to receipt from the Disclosing Party, provided this can be evidenced by the Recipient’s written records;
  2. is received properly and lawfully by the Recipient from a third party provided this can be evidenced by the Recipient’s written records;
  3. is or becomes public knowledge other than by breach of this Agreement;
  4. is independently developed by or for the Recipient provided this can be evidenced by the Recipient’s written records; or
  5. is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency or regulatory body, provided that the Recipient shall use its reasonable endeavours to give the Disclosing Party as much prior notice of the disclosure as possible.

1. **Obligations of Confidentiality**

In consideration of the Disclosing Party’s disclosure to the Recipient of the Confidential Information, the Recipient agrees that, from the date of disclosure, the Recipient shall:

* 1. use the Confidential Information solely for the purposes of evaluating, negotiating advising on or implementing an opportunity to invest in Mutiny Consulting Ltd or develop business opportunities between the Recipient and the Disclosing Party or as otherwise permitted by the Disclosing Party in writing;
  2. keep the Confidential Information strictly confidential and shall not, without the Disclosing Party’s prior written consent, disclose or distribute the Confidential Information to any person other than for the purposes referred to in clause 3.1 above;
  3. disclose any Confidential Information only to such employees, agents and professional advisors to whom disclosure is strictly necessary for the purposes referred to in clause 3.1 above;
  4. ensure that its employees, agents and professional advisers comply with the provisions of this clause and are bound by terms and conditions of use and non-disclosure at least equivalent to those contained in this Agreement;
  5. keep the Confidential Information stored securely and marked as the confidential information of the Disclosing Party and use its best endeavours to prevent unauthorised persons having access to the Confidential Information; and
  6. hold the Confidential Information to the Disclosing Party’s order and, forthwith upon the request of the Disclosing Party, return to the Disclosing Party without retaining any copies thereof (or, if requested by the Disclosing Party, destroy) all copies, summaries and notes of the contents or parts of the Confidential Information and any documents or materials compiled as a result of the disclosure of the Confidential Information.

1. **Good Faith**

Each party shall at all times cooperate with the other party and shall always act in good faith towards the other party for the mutual benefit of the parties to this agreement.

1. **No Offer**

Each party agrees that documents (whether containing Confidential Information or not) made available to it prior to, in the course of, or for the purpose of, negotiations or discussions in relation to the Proposal, will not constitute an offer or invitation by, or on behalf of, the other party, nor will such documents nor the information contained therein form the basis of, or any representations in relation to, any contract.

1. **No Representations or Warranties**

The Recipient understands and acknowledges that neither the Disclosing Party nor its officers, directors, employees or agents make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, nor shall they have any liability to the Recipient or any other person resulting from the Recipient’s use of the Confidential Information.

1. **General**
   1. Without prejudice to any other rights or remedies which the Disclosing Party may have, the Recipient agrees that, in the event of any breach or attempted breach of this Agreement by the Recipient, damages would not be an adequate remedy and the Disclosing Party shall be entitled to seek, in addition to any other relief, injunctive relief restraining such breach, attempted breach or further breach of the terms of this Agreement.
   2. No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
   3. The provisions of this Agreement shall be severable and in the event that any of them are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.
   4. This Agreement shall be governed and construed in accordance with English Law and subject to the exclusive jurisdiction of the English courts
2. **Termination**
   1. Either party has the right to terminate this Agreement immediately if the other:
      1. has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or
      2. becomes insolvent or is the subject of a bankruptcy order.
   2. This agreement shall continue for a minimum term of 3 years and shall automatically renew on the termination date unless otherwise terminated in accordance with this agreement.
   3. All obligations owed by the Introducer as defined in this Agreement shall be of full legal effect and enforceable by Mutiny Consulting Ltd from the date the Recipient signs and delivers this Agreement to Mutiny Consulting Ltd ("Effective Date") or to its representatives notwithstanding the later execution b Mutiny Consulting Ltd of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date above written:

**PARTY 1**

Full name: Renu Paul

Signed for and on behalf of Party 1: Mutiny Consulting Ltd

**PARTY 2**

Full name: Saad Amjad kahoo digital

Signed for and on behalf of Party 2: