

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on

PARTIES

- (1) **LOVIS Worldwide Limited**, a company incorporated in England and Wales with registered company number 8870054 and having its registered office at 2 Portman Street, Marylebone, London, W1H 6DU.
- (2) _____ and having its registered office at _____

INTRODUCTION

- (A) Each party has received and wishes to receive certain Confidential Information (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:

"Affiliate" of a party shall mean an entity:

- (a) which is directly or indirectly controlling such Party;
- (b) which is under the same direct or indirect ownership or control as such Party; or
- (c) which is directly or indirectly owned or controlled by such Party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"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, financial, operational, technical, administrative, marketing, planning and staff information relating to a Disclosing Party;

- (b) proprietary information, technical data, know-how, formulae, processes and engineering processes, strategies, designs, photographs, drawings, specifications, software, 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) any notes, extracts, analyses or materials prepared by or on behalf of the Receiving Party which are copied or derived from information made available by a Disclosing Party;
- (d) any information of the Disclosing Party which the Receiving Party, acting reasonably, should understand to be confidential in the circumstances;
- (e) the existence and terms of this agreement; and
- (f) the existence and content of any discussions or negotiations between the parties.

"Disclosing Party" means the party that directly or indirectly discloses or otherwise makes available Confidential Information to the Receiving Party.

"Receiving Party" means the party that directly or indirectly receives Confidential Information from the Disclosing Party.

"Representatives" means directors, officers, members, employees and subcontractors of a party.

2. Protection of Confidential Information

2.1 In consideration of any 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, not disclose it to any third party (unless prior approved in writing by the Disclosing Party);
- (b) other than in respect of the Permitted Purpose or as permitted by the Disclosing Party in writing, not make any use nor allow any third party to make any use whatsoever of the Confidential Information for any purpose, whether that use be commercial or non-commercial, and be made directly or indirectly (and whether through an agent, sub-contractor or any kind of intermediary);
- (c) 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);
- (d) not copy, reduce into writing, or summarise any Confidential Information except to the extent strictly necessary to carry out the Permitted Purpose;
- (e) not disclose any Confidential Information to:

- (i) any Affiliates save to the extent that any Affiliate has a need to know for the purpose of carrying out the Permitted Purpose;
- (ii) any more than the minimum number of Representatives strictly necessary to carry out the Permitted Purpose; and

the Receiving Party 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 obtaining such undertakings as are necessary, in terms at least as extensive and binding upon its Affiliates and/or Representatives as the terms of this agreement are upon the parties; and

- (f) on the Disclosing Party's request, require confidentiality undertakings from any third party to whom Confidential Information is disclosed.
- 2.2 A Receiving Party shall not, without the Disclosing Party's prior written consent, use the Confidential Information for its advantage, commercial or otherwise.
- 2.3 A Receiving Party shall notify the Disclosing Party immediately in writing if it becomes aware that the Disclosing Party's Confidential Information has been disclosed to an unauthorised third party.
- 2.4 Subject to clause 6, the parties agree that the obligations in this clause 2 in respect of Confidential Information shall continue in full force and effect until the Confidential Information in question enters the public domain (other than through the acts or omissions of the Receiving Party, its Affiliates or Representatives).

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 by the Disclosing Party, 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 The Receiving Party shall, if required to do so by the Disclosing Party, 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.
- 4.3 Notwithstanding completion of the Permitted Purpose or the Receiving Party's compliance with clauses 4.1 and 4.2, the Receiving Party's obligations hereunder shall continue in full force and effect in accordance with clause 2.4.

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; or
- (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.

6. Miscellaneous

- 6.1 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.
- 6.2 The Receiving Party shall be liable to the Disclosing Party for the actions or omissions of the Receiving Party's Representatives or Affiliates in relation to this agreement, as if they were the actions or omissions of the Receiving Party.
- 6.3 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.
- 6.4 A waiver of any term of this agreement shall be valid only if it is in writing and signed by both parties.

- 6.5 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.
- 6.6 A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 6.7 Except as otherwise provided in this agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it.

7. 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 for and on behalf of
LOVIS WORLDWIDE LIMITED

.....
(signature)

.....
(print name)

.....
(position)

SIGNED by
for and on behalf of

.....
(signature)

.....
(print name)

.....
(position)