

Our Ref: AA000124
10 June 2021

INSERT TRADING ADDRESS

Dear Sirs

NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT – PROJECT APP

1. Parties to the Agreement

- a) INSERT NAME – TRADING NAME (The Interested Party)
- b) The Company, their advisors and their agents, BPI Asset Advisory

2. General Principle

During meetings/ discussions/ communications between representatives of The Company, its advisors or its agents and the Interested Party, the Company, its advisors or its agents will need to disclose to the Interested Party confidential information relating to the possible sale of the business and assets.

3. Terms of Engagement

IT IS HEREBY AGREED:-

- 3.1 Confidential information shall mean any information in any form emanating from or supplied by a party to this Agreement or from or by any associated companies, or the agents of any of the parties to this agreement and which is identified at the time of disclosure as being confidential.
- 3.2 Confidential information does not include: -
 - Information which is already in the public domain at the time of its disclosure.
 - Information which has come into the public domain after disclosure to the recipient (other than through breach of this Agreement)
 - Information which the recipient by written evidence proves within 14 days of receipt to be already known to the recipient and at its free disposal prior to its disclosure by the other party
 - Information developed independently by staff of either party who were not aware of the nature of information disclosed under this Agreement

- Information made available outside this Agreement to either party by a third party who was not bound by any obligation or confidentiality
- 3.3 The Interested Party shall not disclose to any third party that it is engaged in confidential discussions with The Company without prior written consent from the other.
- 3.4 The Interested Party will not disclose to any third party any confidential information received from The Company without its prior written consent and shall use the said confidential information only in connection with the subject of this Agreement.
- 3.5 The Interested Party may disclose the confidential information received from The Company only to such officers or employees (including those in associated companies) who need to know that information to carry out their duties in connection with the subject of this Agreement. All such officers or employees in receipt of the said confidential information must be made aware of and agree to be bound by this Agreement.
- 3.6 The Interested Party shall be wholly accountable for the consequences of unauthorised use or disclosure of the confidential information by any of its agents, officers or employees.
- 3.7 Any printed or written material, designs, drawings, models, samples, computer software, magnetic tapes or diskettes or other tangible items supplied by The Company to the Interested Party in relation to the subject of this Agreement shall be returned without delay at the request of The Company (together with any copies thereof).
- 3.8 Even after the project to which this Agreement applies is terminated, the parties will respect the confidentiality of information received until such time as either the subject matter is no longer Confidential Information as defined in Section 3.2, or for a period of 3 years from the date of termination of the discussions, whichever is the earlier.
- 3.9 The Interested Party shall not assign or transfer any of their rights or obligations hereunder without the prior written consent of The Company.
- 3.10 Nothing in this Agreement shall be deemed to grant a licence directly or by implication under any registered design, patent, copyright, trade secret patent application.
- 3.11 This Agreement covers the entire understanding between the signatories hereto and each party intends to be bound by it.

4. In Case of Dispute

This Agreement is made under the laws of England, and the parties submit to the jurisdiction of the English courts.

Signatories to the Agreement

For: INSERT TRADING NAME

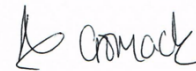
For: BPI Asset Advisory

Name:

Name: Andrew Cromack

Signature:

Signature:



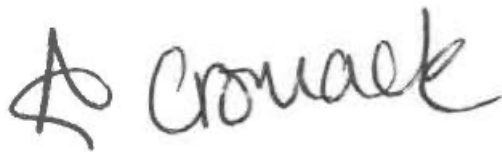
Position:

Position: Director

Date:

Date: 18 June 2021

Yours faithfully



**Andrew Cromack MRICS
Director
BPI Asset Advisory**

andy@bpiaa.com

Mobile: 07545 3200 45