

## MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (hereafter referred to as the "**Agreement**") is made and entered into as of **[Insert Effective Date]**, by and between

**DEEP KNOWLEDGE ANALYTICS LIMITED**, private limited liability company incorporated and existing under the laws of England and Wales, registered with the Companies House under registration number 11384176, having its registered office at 85 Great Portland Street, London, England, W1W 7LT ("**Party 1**"), which is acting on behalf of Deep Knowledge Group ("**DKG**"),

AND

**[Party 2's Company Name]**, a **[Party 2's Company Legal Structure, e.g Limited Liability Company]** organised and existing under the laws of **[Party 2's Company Jurisdiction]**, with its principal place of business located at **[Party 2's Company Address]** (hereinafter referred to as the "**Party 2**").

**Party 1** and **Party 2** may each be referred to as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, both Party 1 and Party 2 possess certain information, including **[brief description of the type of information for Party 1, e.g., proprietary technical data, trade secrets, know-how, business operations, or the like]** and **[brief description of the type of information for Party 2]**, which is confidential and proprietary to each party respectively;

WHEREAS, both Parties desire to receive disclosure of the Confidential Information from each other for the purpose of **[describe the purpose of the disclosure, e.g., evaluating a potential business relationship between the Parties]** (the "**Purpose**");

AND WHEREAS, each Party is willing to disclose its Confidential Information to the other Party solely for the Purpose and under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. DEFINITION

1.1. For the purpose of this Agreement, the following capitalised terms are defined as follows:

1.1.1. "**Affiliate**" refers to any entity that, at the time Confidential Information is disclosed to it, is under the direct or indirect control of, controls, or is under common control with one of the Parties. An entity will be considered an Affiliate as long as such control is maintained. For this definition, "control" pertains to the direct or indirect ownership of more than fifty percent (50%) of the voting interests or equity interests in an entity.

**1.1.2. “Confidential Information”** shall mean any and all information and data either tangible or intangible, disclosed by the Disclosing Party, including its Affiliate, to the Receiving Party, including its Affiliate, irrespective of the medium in which such information has been disclosed, whether before or after the Effective Date, either directly or indirectly, and shall include without limitation business, accounting, financial, marketing and operational information, information about costs, profits, markets, clients/customers, vendors and suppliers, software codes, URL, algorithms, business plans, ideas, technical information, records, files, memoranda, reports, trademarks, trade names, trade secrets, know-how, proprietary information, formulas, processes, inventions, past data, forecasts, strategies, network configurations, system architecture, designs, flow charts, or employee(s) list and all documents, books, papers, drawing, model, sketches and other data of any kind and descriptions, including electronic data recorded or retrieved by any means that have been or will be given to the Receiving Party, as well as written or verbal instructions or comments and information which in ordinary course can be construed or deemed as confidential. Where any of the above information is given verbally, the same shall be construed, in its entirety as Confidential Information. Confidential Information shall not, however, include any information which (i) is publicly available; (ii) was known to Receiving Party prior to such disclosure as documented by the files and records of Receiving Party; (iii) is obtained by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (iv) is or has been independently developed by Receiving Party without the use of or reference to Confidential Information, as shown by documents and other tangible evidence in Receiving Party's possession; or (v) is required by law to be disclosed by Receiving Party, provided that prior to such disclosure Receiving Party gives prompt written notice of such requirement and assistance in obtaining an order protecting the information from public disclosure.

**1.1.3. “Representative”** shall mean any individual or entity acting on behalf of a Party, including but not limited to employees, agents, directors, advisors, affiliates, investors, consultants, partners, or any person engaged or authorised to act on a Party's behalf.

**1.2.** Other capitalised terms used within this Agreement shall have the meanings assigned to them in the respective sections where they are detailed.

**1.3.** References to the singular include the plural and vice versa, as the context may require.

## **2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 2.1. Each party is committed to maintaining the strictest confidence regarding all Confidential Information obtained from the other party, irrespective of the form in which it is presented. Each party agrees to:
- 2.1.1. **Safeguard Confidential Information** by not disclosing, distributing, or sharing any portion of the Confidential Information to any third party without the explicit prior written consent of the disclosing party. This includes avoiding any informal discussions or unofficial disclosures that could inadvertently compromise the confidentiality of the information.
  - 2.1.2. **Prohibit Unauthorised Use** by not using, processing, adapting, modifying, distributing, disseminating, declaring, denying, replicating, revealing, announcing, responding to queries, or making available (nor allowing or authorising any such act by others) the Confidential Information in any manner that is contrary to the stipulations of this Agreement. This includes a strict prohibition on any attempt to reverse engineer, decompile, disassemble, or otherwise convert any prototypes, software, or tangible objects that capture or represent the Confidential Information, except when such actions are permitted by applicable law.
  - 2.1.3. **Control Access** by disclosing the Confidential Information solely to Representatives on a strict "need to know" basis, and exclusively for fulfilling the Purpose. Before any disclosure, each party must take all reasonable steps to ensure that such Representatives are bound by written confidentiality obligations that are at least as protective as those stated in this Agreement. Each party shall be fully responsible for any acts or omissions by its Representatives that may result in a breach of this Agreement.
  - 2.1.4. **Assume Responsibility** for breaches of confidentiality by its Representatives, acknowledging that any such breach (actual or threatened) will be considered a breach by that party. In such an event, the party responsible for the breach agrees to immediately notify the other party of any such breach and take all reasonable steps to prevent any further breach and mitigate any potential adverse effects or damages resulting from such breach. This includes cooperation in any investigation and remediation.
  - 2.1.5. **Limit Scope of Use** by utilising the Confidential Information strictly for the intended Purpose as stipulated in this Agreement and not exploiting the information for any other purpose or for its own or any third party's benefit without the prior written approval of the disclosing party. Each party also agrees not to engage in any activities that would compete with or damage the business interests of the other party based on the use or application of the Confidential Information.
  - 2.1.6. **Ensure Protection of the Confidential Information** with at least the same level of care that it employs to protect its own confidential

material, but in no case less than reasonable care, to prevent unauthorised use, dissemination, or disclosure. These measures must include appropriate security protocols.

- 2.2. The commitments and restrictions detailed in this Agreement encompass all manners of disclosure and are applicable to any affiliated entities or individuals that may come into contact with the Confidential Information through or as a result of their relationship with either Party.
- 2.3. Both parties understand that the other may disclose Confidential Information through its Representatives, including but not limited to the employees and contractors of both parties and their Affiliates, as well as through consultants and/or agents. The obligations and protections set forth in this Agreement shall extend to and govern all such forms of disclosure.
- 2.4. Each party shall permit the other, upon reasonable notice and during normal business hours, to audit the other party's compliance with the terms of this Agreement. Such audits shall be conducted in a manner that does not unreasonably disrupt the audited party's business operations.
- 2.5. Both parties understand that the obligation of confidentiality extends beyond the term of this Agreement and shall continue for a period of 5 years after the termination of this Agreement or until such Confidential Information becomes legally and publicly known through no fault of the audited party.

### **3. EXCLUSIONS**

- 3.1. The Parties acknowledge and agree that the obligations stipulated in this Agreement regarding the non-disclosure and non-use of Confidential Information do not apply to any information where the following conditions are met:
  - 3.1.1. Information that is or becomes part of the public domain through no fault, omission, or wrongful act of either Party.
  - 3.1.2. Information that becomes available to the public by legitimate means other than unauthorised disclosure by either Party and not in violation of any applicable laws and regulations.
  - 3.1.3. Information that can be clearly demonstrated to have been within a Party's possession, or known by a Party, prior to the date of disclosure by the other Party, which must be evidenced by the receiving Party's contemporaneous written records.
  - 3.1.4. Information received in good faith by a Party from a third party who, to the receiving Party's knowledge, is not bound by a confidentiality obligation to the disclosing Party and did not acquire the information directly or indirectly from the disclosing Party under such an obligation.

**3.1.5.** Information that a Party is compelled to disclose due to a judicial order, legal process, or by the requirement of a governmental or regulatory authority. In such instances, the Party compelled to disclose shall:

- a. Endeavour to promptly notify the other Party of the impending disclosure, providing adequate time to contest the disclosure or to seek a protective order.
- b. Take reasonable steps to minimise the extent of the disclosure.
- c. Furnish only that portion of the Confidential Information which is legally required to be disclosed.
- d. Provide full cooperation to the other Party in seeking to obtain a protective order or other reliable assurances that the Confidential Information will receive confidential treatment.

**3.2.** If a segment of the Confidential Information falls under the aforementioned exclusions, the Parties agree that this shall not affect the confidential status and the protection due to the remainder of the Confidential Information. The remainder of the Confidential Information will continue to be protected with the full force of the obligations and restrictions as outlined in this Agreement.

**3.3.** The Parties shall take all necessary measures to ensure that even the information which falls under the exceptions remains safeguarded against unauthorised use or disclosure to the extent possible, acknowledging the importance of protecting the integrity of the Confidential Information as a whole.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

**4.1.** Both Party 1 and Party 2 retain full ownership of all their respective Confidential Information, including any and all derivatives and intellectual property rights that may subsist in such information. No licences or rights to the Confidential Information of either party are granted or implied by this Agreement, with the sole exception of the limited rights necessary to carry out the Purpose as explicitly stated herein.

**4.2.** For the purpose of clarity and the protection of intellectual property rights, "Derivatives" are defined as follows:

**4.2.1.** any adaptation, modification, translation, abridgment, or other changes to copyrightable material that results in a work differing in some way from the original;

**4.2.2.** any enhancement, modification, or improvement to patentable material that may itself be subject to patent protection;

- 4.2.3. any new material, knowledge, or information derived from or developed as a result of access to either parties' trade secrets, which is itself subject to trade secret protection or any other form of intellectual property right.
- 4.3. Any and all Derivatives created by either party that are based on, derived from, or incorporate the other party's Confidential Information will be considered as part of the originating party's Confidential Information and will be subject to the same terms and conditions of this Agreement. Each party acknowledges that all such Derivatives are the property of the originating party unless otherwise agreed in writing.
- 4.4. This Agreement explicitly excludes the granting of any direct or implied licence to any intellectual property rights relating to the Confidential Information of either party, except for the limited purpose of enabling each party to perform its duties as described in the Purpose of this Agreement.
- 4.5. All Confidential Information provided under this Agreement is supplied on an "as is" basis, with all faults and without any warranty whatsoever. Each party disclaims all express or implied warranties, including any implied warranty of accuracy, completeness, performance, merchantability, or fitness for a particular purpose.
- 4.6. In the event that either party provides any suggestions, comments, improvements, information, ideas, or other feedback related to the other party's Confidential Information or otherwise ("**Feedback**"), the providing party hereby grants the receiving party a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, licence, distribute, modify, and otherwise exploit such Feedback in any manner. This includes the right to incorporate Feedback into the receiving party's current or future products, technologies, or services without restriction and without any obligation to acknowledge or compensate the providing party.

## 5. PROTECTION OF PERSONAL DATA

- 5.1. Both Parties agree to comply fully with all applicable data protection laws and regulations with respect to any personal data processed in connection with the performance of their obligations under this Agreement. For the purposes of this Agreement, "personal data" shall mean any information relating to an identified or identifiable natural person ('**data subject**').
- 5.2. Both Party 1 and Party 2 agree to process personal data exclusively for the Purpose set out in this Agreement and not to process personal data for any other purpose unless expressly authorised by the other party. The scope and duration of the processing of personal data shall be limited to what is necessary to fulfil the Purpose.
- 5.3. Each party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the data processing activities, to protect personal data against accidental or unlawful

destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored, or otherwise processed.

- 5.4. Neither party shall subcontract any of its processing operations performed under this Agreement without the prior written consent of the other party. Where a party engages another processor (a 'sub-processor'), the same data protection obligations as set out in this Agreement shall be imposed on that sub-processor by way of contract.
- 5.5. Both parties shall respect the rights of data subjects under applicable data protection laws. This includes the rights of data subjects to access, correct, delete, or transfer their personal data, as well as the right to object to certain processing and the right to not be subject to automated decision-making.
- 5.6. In the event of a personal data breach, the party responsible for the breach shall notify the other party without undue delay after becoming aware of it. Where feasible, such notification should occur no later than 72 hours after having become aware of the breach unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.
- 5.7. Upon termination or expiry of this Agreement, or upon the other party's written request at any time, each party agrees to promptly return or destroy all personal data received under this Agreement, unless there is a requirement under applicable law to retain it.
- 5.8. Both parties shall have the right to conduct audits and inspections to ensure the other party's compliance with this personal data protection clause and applicable data protection laws. Each party shall provide all necessary cooperation to the other party in the course of such audits and inspections.

## **6. TERM AND TERMINATION**

- 6.1. This Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in full force and effect for a period of five (5) years from the Effective Date. Notwithstanding the foregoing, the Parties acknowledge that this Agreement shall govern the confidentiality of all disclosures of Confidential Information made between them in connection with the discussions and negotiations regarding the Purpose that occurred prior to the Effective Date.
- 6.2. Upon expiration or termination of this Agreement, the obligations to maintain the confidentiality of the Confidential Information disclosed during the Effective Date shall persist and remain in effect for an additional period of five (5) years from the date of such expiration or termination. Specifically:
  - 6.2.1. With respect to Confidential Information disclosed prior to termination, the confidentiality obligations shall continue for five (5) years following the date of each respective disclosure.
  - 6.2.2. With respect to any Feedback, such obligations to maintain confidentiality shall be maintained in perpetuity.

- 6.3. Prompt upon the termination of this Agreement, or at either party's request at any time thereafter, each party shall return or, at the requesting party's option, destroy all Confidential Information in its possession or control belonging to the other party. This includes all originals, copies, notes, and any other documents or materials (in whatever format or medium) that were provided by the disclosing party or created by the receiving party as a result of access to the Confidential Information. At the discretion of the party whose Confidential Information is being returned or destroyed, the other party shall provide a written certification signed by an authorised officer confirming the return or destruction of all such Confidential Information.
- 6.4. Notwithstanding any termination or expiration of this Agreement, it is agreed that the terms and conditions regarding the Non-Disclosure of Confidential Information, Exclusions, Intellectual Property Rights, and Protection of Personal Data shall survive and continue to be binding in accordance with their terms and for the time periods stipulated therein.
- 6.5. For clarity and avoidance of doubt, the Parties expressly agree that the obligations stipulated in this Agreement shall also apply retroactively to any Confidential Information disclosed prior to the Effective Date, in connection with the Purpose.

## **7. PUBLICITY AND ANNOUNCEMENT**

- 7.1. Both Party 1 and Party 2 agree to keep the terms, conditions, and existence of this Agreement strictly confidential and shall not disclose them to any third party without the express written consent of the other party.
- 7.2. Each party agrees not to make, or permit any person to make, any public announcement, communication, or disclosure concerning the existence or terms of this Agreement or any ancillary matters without the prior written consent of the other party. This includes but is not limited to press releases, marketing materials, interviews, social media posts, or any other form of publicity.
- 7.3. If either party desires to make a public announcement, it shall submit a draft of the proposed announcement to the other party at least ten (10) business days prior to the proposed date of the announcement. The reviewing party shall have the right to approve, disapprove, or modify the announcement. Approval shall not be unreasonably withheld or delayed. The reviewing party's consent can be given or withheld at its sole discretion if it believes the announcement could potentially harm its interests.
- 7.4. Each party acknowledges that unauthorised disclosure or promotion could invade the privacy of the other party and cause irreparable harm not fully compensable by monetary damages. Both parties agree to adhere to the privacy requirements as stated in this Agreement and acknowledge that any breach of this clause could result in legal action.



7.5. The obligations under this section shall survive any termination or expiration of this Agreement and shall be binding upon both parties indefinitely.

## **8. ENFORCEMENT AND REMEDIES**

8.1. Should either Party 1 or Party 2 engage in the unauthorised use or disclosure of the Confidential Information of the other party, the non-breaching party shall be entitled to liquidated damages in the sum of £50,000 (fifty thousand GBP) for each instance of such unauthorised use or disclosure. This sum represents an initial measure of damages and does not prevent the non-breaching party from pursuing further compensation in the event that it can demonstrate that the actual damages incurred are greater than the liquidated amount.

8.2. Both parties acknowledge that any breach of this Agreement's confidentiality provisions may inflict damage upon the non-breaching party that is irreparable in nature; and therefore, beyond the sphere of adequate remedy through conventional damages. Accordingly, the non-breaching party shall be permitted to seek injunctive relief or other equitable remedies from a court of proper jurisdiction to forestall or mitigate such harm, in addition to any other legal remedies available.

## **9. JURISDICTION, GOVERNING LAW, AND DISPUTE RESOLUTION**

9.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of law principles that would result in the application of the laws of another jurisdiction.

9.2. Any claim or dispute arising out of or related to this Agreement, including but not limited to its interpretation, performance, breach, termination or validity, shall be subject to the exclusive jurisdiction of the courts located in London, United Kingdom. The Parties hereby consent to, and waive any objections to, the personal jurisdiction and venue of such courts.

9.3. It is acknowledged that notwithstanding any other provision of this Agreement, nothing herein shall preclude each party from seeking temporary or permanent injunctive or other equitable relief in any court of competent jurisdiction.

## **10. MISCELLANEOUS**

10.1. No amendment, modification, or termination of this Agreement shall be effective unless it is in writing and duly executed by authorised representatives of both Parties. Oral agreements or commitments to amend any provision of this document are not enforceable under any circumstances.

10.2. Nothing contained in this Agreement shall be interpreted as constituting either Party the partner, agent, or legal representative of the other Party, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other Party.

- 10.3.** In the event of a change in control of either Party 1 or Party 2, including, without limitation, through a merger, acquisition, consolidation, or sale of all or substantially all of its assets, the terms and conditions of this Agreement shall continue to be in full force and effect and shall be binding upon the successor or acquiring entity. In such circumstances, the affected Party or its successor shall remain responsible for any breach of this Agreement and shall take all reasonable measures to ensure that the successor or acquiring entity fully complies with the provisions of this Agreement, including but not limited to the confidentiality and non-use obligations herein.
- 10.4.** This Agreement may be executed and delivered by electronic means and the Parties agree that such electronic execution and delivery shall be in every way as effective as the delivery of a manually executed copy of this Agreement. Electronic signatures provided by the Parties shall be deemed to be original, binding, and with full legal validity. The exchange of copies of this Agreement and of signature pages by electronic transmission (such as scanned and sent via email) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.
- 10.5.** Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this Agreement. The remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' intent in entering into this Agreement.
- 10.6.** The failure or delay of either Party in exercising any right, power, or remedy under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 10.7.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties regarding the subject matter herein.
- 10.8.** The headings and captions used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 10.9.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.
- 10.10.** This Agreement is drafted in the English language. Any translations into other languages are for convenience only. In the event of any inconsistency or

ambiguity between the English version and any translated version, the English version shall prevail.

**IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date. A duly authorised representative of each Party has read and understood this Agreement and hereby agrees to all its terms and conditions. Each person signing this Agreement warrants that he or she is duly authorised to do so and to bind the respective Party.**

<b>Party 2</b>	<b>Party 1</b>
	DEEP KNOWLEDGE ANALYTICS LIMITED
By: _____ (Signature)  Name: Title: Date:	By: _____ (Signature)  Name: Title: Date: