

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-disclosure Agreement (hereinafter referred to as the "Agreement") is executed on \_\_\_\_\_ (hereinafter the "Effective date") by and between Deep Knowledge Analytics Limited, an entity duly incorporated under the laws of England and Wales (Company Number 11384176), located at 85 Great Portland Street, London, England, W1W 7LT (hereinafter the "Party 1"), which is a part of the group of companies Deep Knowledge Group ("DKG"), and [\_\_\_\_\_] , an entity duly incorporated under the laws of [\_\_\_\_\_] (Company Number \_\_\_\_\_), located at [\_\_\_\_\_] (hereinafter the "Party 2").

Hereinafter also, be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties are, or will be, evaluating, discussing and negotiating a potential and/or existing contractual relationship regarding \_\_\_\_\_ (hereinafter the "Purpose");

WHEREAS, the Disclosing Party may in these evaluations, discussions and negotiations disclose to Receiving Party certain Confidential Information (as defined below);

NOW, THEREFORE, the Parties agree as follows:

### 1. Definitions

1.1. "Affiliate" shall mean any legal entity which, at the time of disclosure to it of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with one of the Parties, provided that: such entity shall be considered an Affiliate only for the time during which such control exists, and for purposes of this definition "control" shall mean ownership or control, either directly or indirectly, of more than fifty (50) % of shares or partnership interests or membership shares or ownership interests or voting rights of such controlling or controlled entity.

1.2. "Confidential Information" shall mean any 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.

1.3. "Representative" shall mean any employee, agent, director, advisor, affiliate, investor, consultant or partner of a Party, and includes any other person concerned or acting on their behalf.

1.4. "Disclosing Party" shall mean the Party, including its Affiliates, disclosing Confidential Information to the other Party or its Affiliates under this Agreement.

1.5. "Receiving Party" shall mean the Party, including its Affiliates, receiving Confidential Information directly/indirectly from the other Party or its Affiliates under this Agreement.

**2. Non-disclosure of Confidential Information.** The Receiving Party shall keep all Confidential Information received from the Disclosing Party in whatever form as strictly confidential and, except as expressly permitted herein, shall not disclose it to any third parties without the prior written permission of the Disclosing Party. For the purpose of clarification, the Disclosing Party may disclose Confidential Information not only through its employees and contractors, but also through employees and contractors of its Affiliates, through consultants and/or agents. This Agreement shall apply to any such disclosures. The Receiving Party shall use the Confidential Information only for the Purposes, and shall not make any other use of Confidential Information or obtain any other benefit therefrom. The Receiving Party and its Representatives shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Receiving Party uses to protect its own confidential information.

**3. Permitted Disclosure.** The Receiving Party may disclose Confidential Information to any of its Representative on a "need to know" basis, in which event the Representative shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party

hereby warrants that any Representative to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement. The Receiving Party is liable towards the Disclosing Party for any damages incurred due to a failure by its Affiliates or Representatives or Representatives of its Affiliates to comply with the provisions of this Agreement.

**4. Intellectual Property Rights.** All Confidential Information disclosed by the Disclosing Party, shall remain the property of the Disclosing Party. Nothing in this Agreement shall be deemed to grant either Party a license of any intellectual property rights related to Confidential Information, except to the limited right to use such Confidential Information for the Purpose. All Confidential Information disclosed under this Agreement is provided on an “as is” basis and without any warranty regarding its accuracy or performance, fitness of the information for a particular purpose.

**5. Term.** This Agreement shall become effective on the Effective date and shall remain in force for thirty-six months from the Effective Date. The provisions of this Agreement shall apply retroactively to any Confidential Information, which has been disclosed in connection with the Purpose prior to the Effective Date. The confidentiality obligations in this Agreement shall survive the termination or expiration of this Agreement as regards Confidential Information disclosed prior to such termination or expiration for a period of five years from the date of disclosure of Confidential information.

**6. Governing law and Jurisdiction.** This Agreement shall be governed by and interpreted according to the laws of England and Wales without reference to its conflict of law provisions. Notwithstanding an action for injunction or other equitable remedy, all disputes relating to or arising out of or in connection with this Agreement shall be finally settled by the competent courts of England and Wales.

**7. Injunctive Relief.** The Receiving Party understands and acknowledges that any use or disclosure (whether actual or threatened) in violation of this Agreement will cause the Disclosing Party irreparable harm for which monetary damages would be difficult to ascertain. The Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining and enjoining any such further use or disclosure (whether actual or threatened) and for such other equitable relief as the Disclosing Party shall deem appropriate. Such right of Disclosing Party is in addition to any other remedies otherwise available to Disclosing Party at law.

**8. Severability.** The invalidity or enforceability of any provision of this Agreement or of any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed severable.

**9. Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

**10. Miscellaneous.** The Receiving Party acknowledges that it shall not use the Confidential Information in a manner which would be construed as competitive to the Disclosing Party or which would inhibit the Disclosing Party from independently pursuing its intended business. Subject to the foregoing, this Agreement shall neither prevent nor limit the Receiving Party from pursuing independent business goals, which are competitive to the Disclosing Party. This Agreement shall not be amended or terminated, and no obligation of a Party shall be waived, except by written instrument signed by the Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto:

Party 2	Party 1
Signature: _____	Signature: _____
Name:	Name:
Title:	Title:
Date:	Date: