

NON CIRCUMVENT AND CONFIDENTIALITY AGREEMENT

BETWEEN:

Nurture International Ltd, **with its registered office at**
Barnston House, Beacon
Lane, Heswall, Wirral. CH60 0EE

is entering into this Agreement for the benefit of itself and any person who is using the Digital Developmental Portrait.

IT IS AGREED as follows:

1. DEFINITIONS

"Confidential Information" means all technical and non-technical information of the Disclosing Party or its customers whether recorded or not (and, if recorded, in whatever form, on whatsoever media, and by whomsoever recorded) which is not generally known or easily accessible to the public, obtained or received by the Receiving Party as a result of negotiating a proposed business relationship with the Disclosing Party or as a consequence of entering into this Agreement; including (without limitation) all information in any way relating to the Disclosing Party's (or any part of its) business, operations, management, administration processes, product information, financial affairs, intellectual property rights, techniques, trade secrets, data or information, computer systems, software, know-how, drawings, specifications, diagrams, reports, studies, investor, employee and customers names and lists, sales and marketing information (including but not limited to targets, sales and market share statistics, market surveys and reports on research), strategies, business plans or forecasts, information relating to future business development and information relating to litigation or legal advice; including all information specified in any document marked "confidential" (or with a similar expression), or any information which might reasonably be regarded as being confidential;

"Disclosing Party" means the party to this Agreement who discloses Confidential Information to, or whose Confidential Information is obtained or received by, the other party to this Agreement, or any Group Company of such party or any employee, officer, representative, advisor, or agent of any of the foregoing;

"Group Company" means, in relation to a party to this Agreement, a subsidiary undertaking or parent undertaking of such party and any subsidiary undertaking of any such parent undertaking;

"Receiving Party" means the party to this Agreement who receives or obtains Confidential Information from or relating to the Disclosing Party.

2. UNDERTAKINGS

2.1 In consideration of the disclosure of information by the Disclosing Party to the Receiving Party, the Receiving Party agrees that it will at all times:

2.1.1 keep all Confidential Information it receives or obtains securely and in confidence;

2.1.2 use the Confidential Information only for the purpose of considering whether to enter into a business relationship with the Disclosing Party, or any other agreed purpose;

2.1.3 not disclose any part of the Confidential Information to any third party, or copy it in any form, without the prior written consent of the Disclosing Party or as otherwise permitted in Clause 2.2;

2.1.4 inform the Disclosing Party as soon as reasonably possible upon discovery of any loss of Confidential Information or after it becomes aware that an unauthorised disclosure of Confidential Information has been made and take all reasonable steps to recover such Confidential Information;

2.1.5 as soon as reasonably possible after a written request to do so from the Disclosing Party, either promptly destroy or deliver to the Disclosing Party any materials that contain any part of the Confidential Information and any copies thereof.

2.2 Notwithstanding anything to the contrary in this Agreement, the Receiving Party may communicate, disclose or copy Confidential Information:

2.2.1 to:

(a) in the case of either part as the Receiving Party, any Group Company of the Receiving Party or the Receiving Party's directors, other officers, employees, professional advisors and agents (who are, in each case, bound by appropriate confidentiality undertakings) ("Permitted Representatives") to the extent that disclosure is necessary for the purposes permitted by Clause 2.1.2 or to obtain advice in relation to its legal rights and obligations provided that it procures that each Permitted Representative undertakes to keep Confidential Information confidential in a similar format to this document and uses all reasonable endeavours to procure that the Permitted Representatives act in accordance with the obligations set out in this Agreement; and

(b) in the case of XXX Limited as the Receiving Party, the principals of the potential investor and other introducing agents/brokers in relation to the potential business opportunity.

2.2.2 where such disclosure is required by law or any court of competent jurisdiction, any governmental official or regulatory authority (including any stock exchange or regulated investment exchange) or any binding judgement, order or requirement of any other competent authority, provided always that, prior to such disclosure, it shall immediately inform the Disclosing Party and the parties shall co-operate in good faith regarding the timing and content of any such disclosure;

2.2.3 where such disclosure is reasonably required to be made to any authority for the purposes of the tax and/or regulatory affairs of the Receiving Party concerned or any of its Group Companies or for the obtaining of any necessary approvals, consents or licences (provided that such requirement shall be notified to the Disclosing Party as soon as the Receiving Party is notified of such requirement and in any event prior to disclosure).

The Receiving Party shall ensure that all persons and bodies to whom Confidential Information is disclosed pursuant to this Clause 2.2 are made aware, prior to the disclosure of the Confidential Information, of its confidential nature and that they owe a duty of confidentiality to the Disclosing Party, that they agree to hold the Confidential Information in accordance with the terms of this Agreement and that they will use reasonable endeavours to ensure that such persons and bodies comply with these obligations.

2.3 The undertakings set out above do not apply to any information that:

2.3.1 was already in the Receiving Party's possession at the date of this Agreement;

2.3.2 is independently developed or generated by the Receiving Party, without reference to any information provided by or otherwise obtained from the Disclosing Party;

2.3.3 is, or has been, provided to the Receiving Party by any third party who was free of any restriction as to its use or disclosure at the time of such provision;

2.3.4 is in the public domain at the date of this Agreement, or subsequently comes into the public domain (otherwise than in consequence of a breach of this Agreement).

3. DURATION

This Agreement and the confidentiality obligations contained in this Agreement shall remain in full force and effect from the date of disclosure of the Confidential Information or any person introduced by one party to the other.

The Recipient acknowledges and agrees that its obligations under this Agreement shall be continuing and, in particular, they shall survive the termination of this Agreement and shall not be affected by any

discussions between the Recipient and the Disclosing Party regarding the Information.

4. NO WARRANTY AS TO ACCURACY OF INFORMATION

The parties agree that the disclosure of Confidential Information to the Receiving Party, its Group Companies or its Permitted Representatives does not of itself constitute any representation, statement or expression of opinion or warranty (express or implied) as to the truth, accuracy and completeness of that information or that the Disclosing Party owns intellectual property rights in it, save to the extent that such representation, statement or expression of opinion or warranty is expressly incorporated into any legally binding contract executed between the parties.

5. NO LICENCE

5.1 No licence, right, interest, title or similar right is granted by either party under any patent, patent application, trade mark, copyright, software or trade secret or other Confidential Information disclosed to the other.

5.2 The Receiving Party shall ensure that any copyright, trade mark, restricted user right, legend or other marks or required notifications of any intellectual property right applied by the Disclosing Party in printed, electronically generated or in any other form are preserved or maintained in an unamended and non-corrupted form and that those marks are reproduced on any copies of such material.

5.3 The Receiving Party shall not make, have made, use or sell for any purpose any product or other item, incorporated or derived from the Confidential Information disclosed to the other.

6. RESTRICTIVE COVENANTS

6.1 Each of the parties undertakes that it will not, whether directly or indirectly and whether alone or in conjunction with or on behalf of any other person whether as principal, shareholder, director, employee, agent, consultant or in any capacity whatsoever:

6.1.1 canvass or solicit any deals or enter into any negotiations with any person introduced by one party to the other save in accordance with this Agreement;

6.1.2 induce or attempt to induce any person to cease to deal with, or to restrict or vary the terms of how it deals with, the other party to this Agreement;

6.1.3 do or say anything which is harmful to the reputation of the other party to this Agreement;

6.1.4 attempt or knowingly assist or procure any person to do any of the foregoing things.

- 6.2 For the avoidance of doubt, the Receiver shall be bound by restrictive and non-circumvent covenants reasonable to the dealings between the parties.
- 6.3 The restrictions contained in this Clause 6 are considered reasonable by the parties hereto.
- 6.4 In the event that any restriction in this Clause 6 shall be found to be unenforceable but would be enforceable if some part thereof were deleted or the area of operation or the period of application reduced, such restriction shall apply with such modification as may be necessary to make it legal and enforceable.
- 6.5 Each undertaking contained in this Clause 6 shall be construed as a separate undertaking and if one or more of the undertakings contained in this Clause 6 is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade the remaining undertakings shall continue to bind the Receiver.

7. REMEDY

Each party acknowledges and agrees that in the event that the terms of this Agreement are breached by it, damages may be an inadequate remedy and equitable reliefs including injunctions and specific performance may be appropriate remedies in addition to damages for the enforcement of this Agreement.

8. MISCELLANEOUS

- 8.1 If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 8.2 This Agreement contains the entire agreement and understanding between the parties hereto with respect to the treatment of Confidential Information and supersedes any prior agreement or other understanding in respect thereof. Nothing in this Clause shall exclude any liability for fraud or fraudulent misrepresentation.
- 8.3 No variation, amendment or waiver of the terms of this Agreement shall be valid unless the variation, amendment or waiver is agreed in writing and signed by the authorised representatives of each of the parties.
- 8.4 Neither party shall have the right to assign the benefit or burden of this Agreement, without the prior written consent of the other party.
- 8.5 This Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the parties to this Agreement and their respective successors and assignees.
- 8.6 All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail (airmail if overseas), and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth at the

beginning of this Agreement or such other address as either party may specify in writing.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably agree to submit their disputes to the exclusive jurisdiction of English Courts.

Executed for and on behalf of
Company A

Name: **and date**

Executed for and on behalf of

Name: and date