



# **Mutual Non-Disclosure Agreement**

**Salveus Global Limited.**

**86-90 Paul Street, Hoxton, London EC2A 4NE. United Kingdom.**

**Registered in England. Number : 8277290**

# **SALVEUS GLOBAL LIMITED**

## **MUTUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made effective as of \_\_\_\_\_ (the “Effective Date”) by Salveus Global Limited, and \_\_\_\_\_ (collectively the “Parties”).

### RECITALS:

In connection with exploring and evaluating a possible business relationship (the “Relationship”) and for the purposes of the ongoing Relationship, the Parties recognize the need to disclose to one another certain of their Confidential Information (as defined below); and the Parties wish to provide the terms and conditions upon which such Confidential Information will be disclosed by one Party to the other Party hereunder.

THEREFORE, the Parties agree as follows:

1. “Confidential Information” means information of a confidential or proprietary nature in whatever form disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) before, on or after the Effective Date hereof which relates to a Disclosing Party’s business or the Relationship including without limitation business, financial and technical materials, information and data, or which although not directly related to the Relationship, is nevertheless disclosed as a result of or in connection with the Parties’ discussions of the Relationship.
2. The Receiving Party shall use the Disclosing Party’s Confidential Information only for the purpose of evaluating the Relationship and for the purposes of the ongoing Relationship, and shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party may disclose the Disclosing Party’s Confidential Information to its affiliates, employees and consultants (“Representatives”), in each case if such Representatives have a need to know, and providing such Representatives (i) use the Confidential Information for the purposes of the Relationship only, and (ii) are bound to protect the Confidential Information as required hereunder. The Parties shall each be responsible for any breach of the terms of this Agreement by them or their Representatives and agree, at their sole expense, to take all reasonable measures (including but

# **SALVEUS GLOBAL LIMITED**

not limited to court proceedings) to restrain their respective Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

3. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
  - 3.1. The Receiving Party can demonstrate is in its possession or control prior to the Effective Date;
  - 3.2. Is or becomes publicly known, through no wrongful act of the Receiving Party;
  - 3.3. The Receiving Party can demonstrate was received by such Party from a third party free to disclose without obligation (whether contractual, legal, fiduciary or otherwise) to the Disclosing Party;
  - 3.4. the Receiving Party can demonstrate was developed independently by such Party without reference to the Confidential Information; or
  - 3.5. is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however that before making such disclosure, the Receiving Party shall give the Disclosing Party an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.
4. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of the Disclosing Party. The Receiving Party, upon the written request of the Disclosing Party at any time, shall promptly return or destroy all tangible Confidential Information of the Disclosing Party in its possession, and no such Confidential Information shall thereafter be retained in any form by the Receiving Party, except that each party may keep backup or archival copies of such tangible Confidential Information of the Disclosing Party for which it has a reasonable business need, provided that such backup or archival copies are kept confidential in accordance with the terms of the Agreement and are used for reference purposes only. The Receiving Party shall be fully responsible for the return or destruction of all Confidential Information disclosed to its Representatives. Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Receiving Party agrees that Disclosing Party

## **SALVEUS GLOBAL LIMITED**

and its employees and agents shall have no liability to Receiving Party resulting from any use of the Information.

5. Without the prior written consent of the other Party, a Party will not disclose to any third party any information (including Confidential Information) regarding the Relationship, including without limitation the fact that discussions are occurring concerning the Relationship, any of the terms or conditions relating to the Relationship being discussed by the Parties, or the existence of this Agreement.
6. This Agreement shall become effective on the date first set forth above and shall continue for a period of two (2) years unless earlier terminated. Either Party may terminate this Agreement without cause upon written notice to the other; however, the confidentiality obligations will survive expiration or termination of the Agreement for a period of two (2) years from the date of such expiration or termination.
7. The term "affiliate" means any person or entity controlling, controlled by or under common control with a Party.
8. This Agreement: (a) is the complete Agreement of the Parties concerning the subject matter hereof and supersedes any and all prior agreements, understandings or discussions with respect to the subject matter hereof; (b) shall not be construed to create any obligation on the part of either Party to retain the services or to compensate the other Party in any manner, except as may be set forth by a separate written agreement duly executed and delivered by the Parties; (c) may not be amended or in any manner modified except in a writing signed by the Parties; and (d) shall be governed and construed in accordance with the laws of England except its rules as to choice of law. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. Without prejudice to the rights and remedies otherwise available to the Parties, the Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or their respective Representatives and, accordingly, that either party shall be entitled to seek equitable relief, including injunctive and specific performance, if either Party or any of their respective Representatives breaches or threatens to breach any of the provisions of this Agreement. This

# **SALVEUS GLOBAL LIMITED**

Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorized representative.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Andrew Collyer  
Title: Director Salveus Global Limited  
Date: \_\_\_\_\_