



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”), effective as of the last date signature affixed by and between Niche Science & Technology Ltd, (herein after referred to as "**Niche**"), of Unit 26 Falstaff House, Bardolph Road, Richmond-Upon-Thames, London, TW9 2LH, United Kingdom, and **Insert full company name**, (herein after referred to as "**Insert abbreviated client name**"), of **Insert full client address**. Each of Niche and **Insert abbreviated client name** is herein a “Party” and collectively referred to as the “Parties”.

WHEREAS, each Party to this Agreement possesses confidential and/or proprietary information related to its technology and/or business activities (hereinafter referred to as “Confidential Information”); and

WHEREAS, each Party in possession of Confidential Information (the “Disclosing Party”) may, but is not required to, disclose some of its Confidential Information to the other Party (the “Receiving Party”) subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Receiving Party acknowledges and agrees that Receiving Party's access to and use of Disclosing Party's Confidential Information are solely for the purpose of fulfilling obligations pursuant to a business relationship with Disclosing Party and/or Disclosing Party's direct customers (“Permitted Purposes”).
2. Confidential Information consists of information or materials which
 - a) are proprietary to a Party
 - b) which are marked “Confidential” or such other substantially equivalent language, or
 - c) given the circumstances of disclosure, a reasonable person would be believe to confidential.

A Party's Confidential Information shall include its computer programs and software, software output, screen displays, files, file hierarchies, graphics and user interfaces, related documentation, pricing, trade secrets, software formulas, data, inventions, techniques, product designs, products, services, marketing plans, customer names, prospective customer names, and strategies, as well as the terms and conditions of all discussions and negotiations between the Parties, regardless of whether such information and/or material are identified as confidential. Without limiting the scope of this Agreement,

Each Party agrees that it shall make no claim to the other Party's intellectual property rights.

3. The term of this Agreement shall be three (3) years from the Effective Date. Upon termination or upon request of Disclosing Party, whichever occurs first, Receiving Party shall immediately destroy or return Disclosing Party's Confidential Information and any copies thereof and immediately irretrievably delete and/or remove such items from all machines and media. Such destruction or return shall take place no later than thirty (30) days of termination or request. Upon request, Receiving Party shall have an authorized representative certify such destruction to Disclosing Party in writing. Provisions that, by their nature, are continuing shall survive expiration or termination of this Agreement.

4. Confidential Information continues to be subject to this Agreement for five (5) years following termination or expiration of this Agreement. The Parties agree to rely on protection provided by their patents, copyrights and other intellectual property rights after such period.
5. Receiving Party agrees to hold all Disclosing Party's Confidential Information in strict confidence, using the same degree of care, but not less than reasonable care, as it uses to protect its own confidential information of a similar nature. Receiving Party shall use Disclosing Party's Confidential Information only for the Permitted Purposes, and shall reproduce Disclosing Party's Confidential Information only to the extent necessary to achieve such Permitted Purposes. Receiving Party may disclose Disclosing Party's Confidential Information to:
 - a) its employees who have a need to know;
 - b) its contractors who have a need to know and who are subject to this confidentiality agreement; and
 - c) any other party with Disclosing Party's prior written consent.

Each Party agrees to enforce the terms of this Agreement as to any such employee, contractors, consultants, agents or advisors who receive Confidential Information hereunder and to assume liability for breach of this Agreement by any or all such persons. Receiving Party shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Disclosing Party's Confidential Information or use it to create a derivative work, or use any third-party consultants unless authorized in writing by the Disclosing Party. Each Party agrees that it shall not adopt, adapt or integrate any of the other Party's Confidential Information into its own work, nor use for its own purposes, nor cause or permit to be used by others either directly or indirectly any Confidential Information disclosed hereunder without the prior written consent of the Disclosing Party.

6. Receiving Party shall not remove any proprietary, copyright, trade secret or other legend from any form of Disclosing Party's Confidential Information. Receiving Party shall not copy or reproduce, in whole or in part, any of Disclosing Party's Confidential Information without written authorization of Disclosing Party, except as is reasonably required to accomplish the purpose stated herein. Receiving Party agrees that should any unauthorized disclosure or use of Disclosing Party's Confidential Information be made by Receiving Party, its employees or contractors, Receiving Party will:
 - a) immediately notify Disclosing Party of same;
 - b) take all reasonably necessary steps to prevent further unauthorized disclosure and/or use; and
 - c) cooperate with Disclosing Party in its efforts to secure Disclosing Party's Confidential Information and protect Disclosing Party's proprietary rights therein.
7. Notwithstanding anything herein to the contrary, no obligation of confidentiality applies to any of Disclosing Party's Confidential Information that:
 - a) Receiving Party already knew at the time of disclosure by Disclosing Party, as evidenced by Receiving Party's business records;
 - b) Receiving Party independently developed, providing Receiving Party can show that such development was accomplished by it, or on its behalf, without the use of, or any reference to, Disclosing Party's Confidential Information;
 - c) is publicly known at the time of disclosure or becomes publicly known through no fault of Receiving Party;
 - d) is disclosed with Disclosing Party's prior written approval; or
 - e) is disclosed to Receiving Party by a third party without breaching third party's obligations of confidentiality to Disclosing Party.

If Receiving Party is required to disclose Confidential Information pursuant to judicial order or

- requirement of law, Receiving Party shall promptly notify Disclosing Party of such order or requirement and permit Disclosing Party to seek an appropriate protective order.
8. Disclosing Party shall retain title to Disclosing Party's Confidential Information, and all copies thereof.
 9. Disclosing Party grants no license to Receiving Party pursuant to any copyright, patent, trademark or trade secret rights by the disclosure of Disclosing Party's Confidential Information.
 10. Disclosing Party is providing its Confidential Information "As Is". Receiving Party agrees that Disclosing Party will not be liable for any damages arising out of Receiving Party's use of Disclosing Party's Confidential Information except in the event a third party claims that Disclosing Party's Confidential Information violates any intellectual property rights, in which case Disclosing Party shall indemnify, defend and hold Receiving Party and its affiliates, and their respective directors, officers, employees and agents, harmless from and against any losses, claims, damages, or expenses arising from or related to such third party claim. Any use of or reliance upon Disclosing Party's Confidential Information is at Receiving Party's risk. All representations and warranties, express or implied, including fitness for a particular purpose, and/or merchantability are hereby disclaimed under this Agreement. Nothing contained in this Agreement shall obligate either Party to negotiate or enter into any further definitive agreement of any kind with the other Party, or otherwise obligate either Party to purchase or supply equipment, materials or services from or to the other. The Parties acknowledge that each of the Parties may be engaged now or in the future in relationships with entities that may be competitive with or be obtaining information that is competitive with Confidential Information of the Disclosing Party, and nothing herein prevents either Party from pursuing such relationships or entering into agreements with such competitive parties. This section shall survive any expiration or termination of this Agreement.
 11. Due to the nature of the property that is the subject of this Agreement, Disclosing Party shall have the right to seek equitable relief to enforce any right arising hereunder or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing or limiting any available legal relief at law or in equity. Such equitable relief may include, but is not limited to, the seeking of a temporary or permanent injunction, restraining order or order for specific performance, and may be sought in any appropriate Court, with or without prior notice, depending on the circumstances.
 12. Any discovery, development, invention, improvement or process (whether patentable or not), conceived or first reduced to practice by the Receiving Party, solely or in collaboration with others, based on information provided by or as a result of Confidential Information received from the Disclosing Party ("Intellectual Property"), will be the exclusive property of the Disclosing Party. The Receiving Party hereby assigns fully to the Disclosing Party all rights, title and interest in and to any Intellectual property, without payment of any additional compensation. The obligations of this Section shall survive the termination or expiration of this Agreement.
 13.
 - a) Headings included in this Agreement are for convenience only and are not to be used to interpret the agreement between the parties.
 - b) If any part of this Agreement is held unenforceable or invalid, the remaining provisions shall continue in full force and effect.
 - c) Neither Party may assign its rights or delegate its duties or obligations under this Agreement without the other Party's prior written consent. Any attempt to do so is void.
 - d) Only a written agreement signed by authorized representatives of both parties can modify this Agreement.
 - e) This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out

of or in connection with this Agreement.

- f) The parties represent that this Agreement shall be binding on them, their officers, directors, employees, and independent advisors, and their respective affiliates, it being understood that the term affiliates shall refer to any company controlling, controlled by, or under common control with either Party respectively, direct or indirect, including but not limited to parent corporations, subsidiaries of said parent corporations, subsidiaries of either Party, and joint venture partners.
- g) Each of the Parties warrants and represents that it has the right to enter into this Agreement and to provide Confidential Information to the other Party, and that such acts will not violate any other agreements or policies with any third parties.
- h) Nothing in this Agreement shall be construed to create a joint venture, partnership, or any other form of business association between the Parties.

The Parties acknowledge they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This Agreement supersedes all prior communications and/or understandings, oral or written, between the Parties relating to the subject herein and may be amended or modified only in writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the respective duly authorized representatives of the Parties have executed this Agreement as of the date first above-written.

For and on behalf of:
Niche Science and Technology Ltd

Signature:

Date:

Full Name: Tim Hardman
Title: Managing Director

For and on behalf of:
Enter Full Client Company Name

Signature:

Date:

Full Name:
Title: