

# MUTUAL NON-DISCLOSURE AGREEMENT

**BETWEEN**

**AND**

**SpecialistsGrid Ltd**

207 Regent Street  
London, United Kingdom, W1B 3HH  
("SpecialistsGrid")

("Partner")

This Mutual Non-Disclosure Agreement is made between SpecialistsGrid and Partner as of \_\_\_\_\_, (the "Effective Date"), and consists of and is subject to the General Terms and Conditions ("General Terms") set forth on the following pages (and collectively referred to as the "Agreement"). This Agreement is not valid until signed by authorized representatives of SpecialistsGrid and Partner.

## RECITALS

**Whereas**, the Parties consider it necessary to provide for their respective rights and obligations when dealing with Confidential Information under this Agreement in order to sufficiently protect the interests of both Parties.

**IN WITNESS, WHEREOF**, the parties have executed this Agreement by their duly authorized representatives.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

Capitalized terms used in this Agreement without definition will have the meanings set forth below:

<b>"Confidential Information"</b>	is defined in Section 2 of this Agreement.
<b>"Disclosing Party"</b>	means a Party to this Agreement that discloses Confidential Information.
<b>"Governing Law"</b>	means the law of the United Kingdom.
<b>"Parties"</b>	means the parties collectively.
<b>"Party"</b>	means a party individually.
<b>"Purpose"</b>	means the discussion, evaluation, sourcing and recruitment of IT specialists.
<b>"Receiving Party"</b>	means a Party to this Agreement that receives Confidential Information.
<b>"Representatives"</b>	means the directors, employees, consultants, and advisors of a Party to this Agreement who need to know the Confidential Information for the Purpose.

### 2. CONFIDENTIAL INFORMATION

"Confidential Information" means any information or data of the Disclosing Party, disclosed by or at the direction of the Disclosing Party, including orally, in writing, in tangible, electronic, or other form, that is identified as confidential or proprietary at the time of disclosure or which should be understood to be confidential by the nature of the information or the circumstances of the disclosure. Confidential Information shall include without limitation: services, products, customer lists, customer data, employment candidate data, business plans, strategies, technology, software, documentation, methodologies, know-how, technical information, financial information, information regarding each Party's operations, business relationships and the terms of this Agreement, the fact that the Parties are discussing a potential business relationship, the Purpose, and the existence and terms of any subsequent agreement that the Parties may enter into in connection with the Purpose.

Confidential Information shall not include any information which: (a) is known to the Receiving Party prior to

receipt hereunder from a source other than one having an obligation of confidentiality to the Disclosing Party, provided such prior knowledge can be adequately sustained by documentary evidence antedating the disclosure by the Party; (b) becomes lawfully known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; (d) is independently developed by the Receiving Party without use of the Confidential Information; (e) was released without restriction pursuant to the prior written approval of the Disclosing Party claiming it as Confidential Information hereunder; or (f) is required by operation of law to be disclosed by the Receiving Party, provided, however that the Disclosing Party is given reasonable advance notice of the intended disclosure and reasonable opportunity to challenge such legal requirements.

The Receiving Party agrees that it will not, and will cause its Representatives to not, use the Confidential Information of the Disclosing Party in any way, for its own account or the account of any third Party, except for the Purpose. The Receiving Party will not, and will cause its Representatives to not disclose the Confidential Information of the Disclosing Party to any third Party except as required by law. The Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information. In the event that Receiving Party is required by law to make any disclosure of any Confidential Information, by subpoena, judicial or administrative order or otherwise, Receiving Party must first give written notice of such requirement to the Disclosing Party, and must permit Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance in seeking to obtain such protection, all at the Disclosing Party's cost and expense. Each Party agrees that it will make no announcement or otherwise disclose or publicize the business relationship between the Parties or the Purpose, except as required by law.

If the Receiving Party breaches any of its obligations set out in this Article 2, it shall pay to the Disclosing Party a contractual penalty in the amount of EUR 30,000 for each individual breach. Right to claim damages exceeding the amount of the contractual penalty is not affected by the payment of the penalty. The Receiving Party shall pay the contractual penalty within fifteen (15) business days from receipt of a written notice by the Disclosing Party, describing and evidencing such breach. The payment shall be made in favor of the Disclosing Party's bank account specified in the notice.

### **3. RIGHT OF DISCLOSURE/WARRANTIES**

Each Party, solely in its capacity as Disclosing Party, warrants that it has the right to disclose all of its Confidential Information pursuant to this Agreement, and any such Confidential Information provided to Receiving Party under the terms of this Agreement is provided "AS IS." Both Parties expressly acknowledge that no other warranties are made with respect to such Confidential Information, either express or implied are made by either Party hereunder.

### **4. OWNERSHIP OF CONFIDENTIAL INFORMATION**

Each Party acknowledges and agrees that title to and ownership of all Confidential Information shall remain with the Disclosing Party, and that the Confidential Information disclosed under this Agreement is confidential and proprietary and constitutes valuable proprietary or trade secret information of the Disclosing Party. This section shall not be construed as conferring an express or implied license or an option for a license for Confidential Information on a Receiving Party for any patent, copyright, trademark, license right or trade secret owned or obtained by the Disclosing Party. Each Party hereto agrees not to use the Confidential Information of the Disclosing Party for its own use or for any other purpose except to evaluate whether the SpecialistsGrid and Partner desire to become involved in a business arrangement.

### **5. OBLIGATIONS**

Neither the Receiving Party nor its Representatives shall copy, store or reproduce, in any manner, any Confidential Information disclosed by the Disclosing Party, beyond that necessary for the Purpose. The Receiving Party agrees that it and its Representatives will hold the Confidential Information in confidence and will not disclose same to any third Party, and will limit disclosure of the Confidential Information only to:

- (a) its Representatives who need to know the Confidential Information for the Purpose, provided that

all such Representatives are bound by a written confidentiality Agreement containing substantially the same terms as this Agreement, and provided further that the Receiving Party shall be liable for any act or omission of its Representatives that would constitute a breach of this Agreement if such Representative were Party hereto; and

- (b) as required by law
- (c) Prior to any disclosure of Confidential Information required by law, the Receiving Party shall notify the Disclosing Party of any actual or threatened obligation of disclosure promptly upon receiving actual knowledge thereof and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure. Furthermore, each Party agrees that it will take all appropriate action to satisfy its obligations under this Agreement. Each Party shall use no less than reasonable care to satisfy its obligations under this Agreement.

If the Receiving Party breaches any of its obligations set out in this Article 5, it shall pay to the Disclosing Party a contractual penalty in the amount of EUR 30,000 for each individual breach. Right to claim damages exceeding the amount of the contractual penalty is not affected by the payment of the penalty. The Receiving Party shall pay the contractual penalty within fifteen (15) business days from receipt of a written notice by the Disclosing Party, describing and evidencing such breach. The payment shall be made in favor of the Disclosing Party's bank account specified in the notice.

## 6. NON-SOLICITATION

The Parties agree that for a period of two (2) years after the cessation of the Parties' business relationship, the Receiving Party shall not influence or attempt to influence customers of the Disclosing Party to divert their business to: (i) any individual or entity then in competition with the Disclosing Party; and/or (ii) Receiving Party, Receiving Party's employees, agents, Representatives, affiliates, and partners. The Parties further and specifically promise and agree that, during the time period referred herein, the Receiving Party will not disrupt, damage, impair, or interfere with the business of the Disclosing Party by disrupting its relationships with customers, agents, Representatives, or vendors.

SpecialistsGrid or Partner should not either on their own account or for any other person, firm or company, directly or indirectly solicit, entice away, employ or otherwise retain the services of any employee or subcontractor of SpecialistsGrid or Partner or any customer of SpecialistsGrid who Partner has knowledge through its relationship with SpecialistsGrid.

If the Receiving Party breaches any of its obligations set out in this Article 6, it shall pay to the Disclosing Party a contractual penalty in the amount of USD 10,000 for each individual breach. Right to claim damages exceeding the amount of the contractual penalty is not affected by the payment of the penalty. The Receiving Party shall pay the contractual penalty within fifteen (15) business days from receipt of a written notice by the Disclosing Party, describing and evidencing such breach. The payment shall be made in favor of the Disclosing Party's bank account specified in the notice.

## 7. TERM AND TERMINATION

This Agreement shall be effective as of the Effective Date above cited and shall continue until it is terminated by either SpecialistsGrid or the Partner giving to the other not less than 1 month's notice in writing. The duration of this agreement from its commencement to its termination shall be the "Term"

Upon thirty (30) days' prior written notice made by the Disclosing Party or expiration of this Agreement, the Receiving Party will return to the Disclosing Party, or at the request of the Disclosing Party destroy, any and all originals, copies, reproductions, and summaries of Confidential Information disclosed hereunder.

## 8. GENERAL

**8.1 Relationship of Parties.** Nothing in this Agreement will be construed to imply a joint venture, partnership, or agency relationship between the Parties, and Partner will be considered an independent contractor when performing services under this Agreement. Neither Party shall be obligated by this Agreement to enter into any further agreement.

**8.2 Assignment.** The rights and liabilities of the Parties hereto will bind and inure to the benefit of the permitted successors and assigns of each Party. Neither SpecialistsGrid nor Partner shall have the right to assign this Agreement without the prior written consent of the other Party; provided that each of SpecialistsGrid and Partner shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets.

**8.3 Complete Understanding; Modification.** This Agreement constitutes the entire agreement between the Parties relating to its subject matter and this Agreement supersedes all prior agreements and understandings between the Parties, oral or written, with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both Parties. No amendment, modification, different or additional terms, whether set forth in a purchase order or other communication, will be binding on either Party unless each Party hereto specifically agrees in writing to such different or additional terms.

**8.4 Notices.** Any notices required or permitted hereunder must be given to the appropriate Party at the address specified on the first page or at such other address as the Party may specify in writing. Such notice will be deemed given upon personal delivery to the appropriate address or the next day following mailing if sent by overnight mail by a nationally recognized carrier to the last known address of the other Party, provided that notice of change of address will be deemed effective only upon receipt by the Party to whom such written notice is addressed.

**8.5 Force Majeure.** Neither Party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control ("Force Majeure") such as acts of God, war, riots, strikes or acts of terrorism, and will be entitled to a reasonable extension of time to remedy any such delay or failure to perform provided it notifies the other Party of Force Majeure without undue delay after the Force Majeure becomes known to it.

**9.6 Waiver or Failure to Act.** To be effective or enforceable, a waiver by any Party of any right under this Agreement must be in a written instrument signed by the Party waiving such right(s). Except as expressly stated herein, the waiver of either Party of any right(s) under the Agreement shall not constitute a waiver of any further right(s) hereunder. Except as expressly stated herein, the failure of either Party to exercise in any respect any right(s) provided for such Party in this Agreement, or in law or equity, shall not be deemed a waiver of such right(s) or any other right(s) available to such Party at any time during any term of the Agreement.

**8.7 Remedies.** The Receiving Party acknowledges that where money damages may not be an adequate remedy for any breach of this Agreement by it or its Representatives, that any such breach would cause the Disclosing Party irreparable harm. Accordingly, Receiving Party also agree that in the event of any breach or threatened breach of this Agreement, the Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

**8.8 GOVERNING LAW.** THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE GOVERNING LAW, EXCLUDING ITS CONFLICT OF LAW RULES. THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN ENGLAND OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.

SpecialistsGrid Ltd

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title