



## Non-Disclosure Agreement

This agreement is dated .....

This Non-Disclosure Agreement is made between

\_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ (company number \_\_\_\_\_) whose registered office is \_\_\_\_\_;

(the “**Company**”);

and

**FRAUDFINDER LTD**, a company incorporated under the laws of England (company number 10531940) whose registered office is at 71-75 Shelton Street Shelton Street, London, England, WC2H 9JQ (“**Fraudfinder**”);

### 1. Purpose

Further to our early discussions regarding the Project, we confirm that we are happy to continue these discussions and to disclose further information and documents related to the Project, as defined below, provided that we, that is Fraudfinder and the Company (each a “**Party**”, together “**Parties**”) agree to keep the Project and all information and documents disclosed or discussed in relation to the Project confidential at all times in accordance with the terms of this letter (the “**Agreement**”).

### 2. Definitions

In this Agreement you will see certain references. The meaning of those references is set out here:

“**Confidential Information**” is any and all information of any kind whatsoever and includes but is not limited to:

- (a) any information of a confidential nature including trade secrets and commercially sensitive information relating directly or indirectly to the Project;
- (b) personal data about the founders, directors, employees and contractors of each Party; performance information about each Party’s business (operational, technical and financial); product development information (algorithms, databases, designs, plans, roadmaps, technology, prototypes and any intellectual property); strategy and operational information (reports, plans, targets, customers, financial and performance metrics, suppliers and advisors),

and in each case includes analyses, compilations, summaries, forecasts, studies or

other documents (whether in written or electronic form) and all information and material prepared or generated from such information in either human or machine readable form and whether stored electronically or otherwise.

“**Discloser**” means the Party sharing or disclosing Confidential Information to the other Party.

“**Project**” means: Commercial partnership with Fraudfinder

“**Recipient**” means the Party receiving Confidential Information from the Discloser.

“**Representatives**” means the employees, officers, agents, consultants, advisors or subcontractors of each Party.

### **3. Undertakings of Confidentiality**

- 3.1. Following the signing of this Agreement and throughout the duration of this Agreement, the Recipient will keep the Confidential Information provided directly or indirectly by the Discloser to the Recipient before, on or after the signing of this Agreement, secret and will not, without the prior written consent of the Discloser, share or use any Confidential Information in whole or in part with any third party, directly or indirectly, except for the exclusive purpose of evaluating the Project and carrying out the Project should both Parties agree to go ahead.
- 3.2. The Recipient will take all steps necessary to protect the Confidential Information and keep it stored securely.
- 3.3. The Recipient may disclose the Confidential Information to its Representatives who have a specific need to know the Confidential Information for the Project, provided that:
  - (a) they are bound by obligations of confidentiality to the Recipient; and
  - (b) the Recipient will monitor the Representatives' compliance with the confidentiality obligations, notify the Discloser of any breach thereof immediately upon the discovery of the breach, and enforce the confidentiality obligations against the Representatives without delay.
- 3.4. The Recipient agrees that it will be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

### **4. Exclusions**

- 4.1. For the avoidance of doubt, Confidential Information does not include any information which:
  - (a) the Recipient can adequately prove was already in their lawful possession and at their free disposal before it was disclosed by the Discloser;

- (b) was disclosed to the Recipient by a third party who (or which) by such disclosure did not breach any obligation of confidentiality (whether contractual or otherwise) to the Discloser;
- (c) was independently developed by the Recipient (with no reference to any information disclosed to it by the Discloser, whether before or after the date of this Agreement);
- (d) is in, or comes into, the public domain, except as a result of a breach by the Recipient or any Representative of any obligation of confidentiality (whether contractual or otherwise),

and in each case only to the extent that the Recipient provides evidence that such information falls within one of paragraphs (a) to (d) above to the reasonable satisfaction of the Discloser.

- 4.2 The Recipient may disclose Confidential Information if required to do so by law, or by any regulatory or governmental authority of competent jurisdiction, or by any court of competent jurisdiction. The Recipient will give the Discloser as much notice of the disclosure as possible and take into account any reasonable requests of the Discloser in relation to the timing and content of the disclosure where they are able to do so.

## **5. Duration**

This Agreement will come into full force from the date it is duly signed by both Parties, and will govern the Parties' rights and obligations relating to its subject matter with effect from the date when any Confidential Information was first shared by either Party with the other, and the Parties will continue to be bound to keep the Confidential Information secret in accordance with the terms of this Agreement for a period of 5 years or until released by the Discloser formally in writing, whichever occurs earlier.

## **6. Return of Relevant Information**

If negotiations in connection with the Project are unsuccessful, or upon request from the Discloser at any time, the Recipient will immediately return, erase or destroy all Confidential Information in its possession together with any derivative works which are based on or which may contain Confidential Information.

## **7. Notices**

- 7.1. Any notice or other communication given to a Party under or in connection with this Agreement will be in writing and will be delivered by hand or sent by email to the other Party's email address as notified from time to time.
- 7.2. Any notice or communication will be deemed to have been received:
  - (a) if delivered personally, at the time of delivery;

(b) if sent by email, 1 hour after the time sent unless the sender received an automated message that the email has not been delivered.

7.3

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**8. General**

- 8.1. Nothing in this Agreement constitutes any warranty or representation in respect of the Confidential Information or matters contained in it. Confidential Information is provided on an “**as is**” basis.
- 8.2. Without prejudice to any other rights and remedies either Party may have, both Parties agree that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach of the terms set out in this Agreement. Accordingly, both Parties agree that either Party will be entitled without proof of special damage to the remedies of an injunction and other equitable relief for any actual or threatened breach by any Party to this Agreement.
- 8.3. The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of England and Wales and each Party will submit to the exclusive jurisdiction of the courts of England and Wales.
- 8.4. This Agreement contains the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between the Parties with respect to its subject matter.

**Please sign below to confirm your agreement to the terms of this Agreement.**

We agree to the above.

.....

for and on behalf of **Fraudfinder Ltd**

We agree to the above.

.....

for and on behalf of \_\_\_\_\_  
**[COMPANY NAME]**