



**"Representatives"** means directors, officers, members, employees, agents, professional advisers, managers and consultants of, and individuals seconded to work for, the applicable party.

## **2. Protection of Company's Confidential Information**

2.1 Recipient will:

- (a) use the Confidential Information only for the Purpose;
- (b) treat all Confidential Information as being strictly confidential and will take all reasonable and prudent steps and security measures necessary to keep it secure and prevent it from being disclosed to any third parties (except as expressly permitted by this agreement) and at all times accord it the same level of security and use the same standard of care as accorded to its own confidential information;
- (c) not, without the express prior written consent of Company, disclose any Confidential Information to any person other than a minimum number of advisors and Representatives required to carry out the Purpose, and will ensure that all those to whom the Confidential Information is disclosed are aware of and observe the terms of this agreement in all respects as if they were a party to this agreement;
- (d) on Company's request, procure confidentiality undertakings from any third party to whom Confidential Information is disclosed pursuant to this agreement;
- (e) only make physical copies of the Confidential Information to the extent strictly necessary for the Purpose; and
- (f) not, without Company's prior written consent, use the Confidential Information for its advantage, commercial or otherwise.

## **3. Intellectual Property**

3.1 Except for the limited licence to use the Confidential Information as set out in this agreement, nothing in this agreement will be construed as granting to or conferring on Recipient any right, title or interest in or to the Confidential Information or to give any licence to use, sell, copy or further develop such Confidential Information.

3.2 Recipient acknowledges and agrees that:

- (a) all documents and other materials containing the Confidential Information, and any parts or copies of the Confidential Information, will at all times remain the property of Company; and
- (b) Company and/or its licensors (as applicable) will retain all intellectual property rights in the Confidential Information at all times and for all purposes, including the copyright in any materials produced by Recipient relating to the Confidential Information.

## **4. Return of Confidential Information**

4.1 If the parties' discussions relating to the Purpose terminate, and in any event on Company's written request, Recipient will promptly:

- (a) deliver to Company all Confidential Information (and any copies of it) and any documents and other materials that contain any Confidential Information (and any copies of these) in Recipient's control or possession;
- (b) permanently delete, destroy and erase all electronic copies of the Confidential Information from any computer or data storage system into which it was entered;
- (c) make no further use of the Confidential Information; and
- (d) if required, certify that the provisions of paragraphs 4.1(a) and (b) above have been complied with.

4.2 Notwithstanding the provisions of 4.1(a) and (b) above, on termination of the parties' discussions relating to the Purpose Recipient will be permitted to keep one copy of the Confidential Information in the event that such copy is required for court proceedings or in order to comply with any laws, regulations or court orders.

## **5. Limitations of confidentiality**

5.1 The terms in this agreement will not apply to information which:

- (a) is or becomes generally available to the public or enters the public domain other than by reason of a breach of this agreement;
- (b) was lawfully and independently received by Recipient from a third party without any obligation of confidence at the time of receipt; or
- (c) is required to be disclosed by applicable law, regulation, regulatory authority, stock exchange, government agency or a court of competent jurisdiction, but only to the extent of such requirement and provided that Recipient, to the extent permitted by applicable law, gives Company prior advance notice before making such disclosure so as to afford Company a reasonable opportunity to object to and obtain a protective order or other appropriate relief regarding such disclosure.

## **6. No warranty**

Company makes no representation or warranty as to the accuracy, completeness or otherwise of the Confidential Information supplied, and Recipient acknowledges and agrees that it is responsible for making its own evaluation of such information.

## **7. Miscellaneous**

7.1 Recipient will notify Company immediately in writing if it becomes aware that the Confidential Information has been disclosed to an unauthorised third party.

7.2 Recipient acknowledges and agrees that a breach by Recipient of this agreement may result in immediate and irreparable harm to Company, for which there will be no adequate remedy at law. Without prejudice to any other rights and remedies it may have, Company will be entitled to seek equitable relief to compel Recipient to cease and desist all unauthorised use and disclosure of its Confidential Information.

7.3 A waiver of any term of this agreement will be valid only if it is in writing and signed by both parties.

7.4 The clauses of this agreement are severable and if any clause or identifiable part is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the validity or enforceability of the remaining clauses or parts of the agreement.

**8. Governing law**

The terms of this agreement will be governed by English law. Each party submits to the exclusive jurisdiction of the English courts, but Company is also entitled to apply to any court worldwide for injunctive and other remedies in order to protect or enforce its Confidential Information and/or intellectual property rights.

This agreement was entered into on the date shown on the first page.

**SIGNED** by Simon Blackler )  
for and on behalf of )  
**KRYSTAL HOSTING LTD** ) *Simon Blackler*

**SIGNED** by [redacted] )  
for and on behalf of [redacted] )  
[redacted] )