Reciprocal Non-Disclosure & Non Compete Agreement

This Agreement is made this day, Monday, 29 April 2019, by and between **Apps4U Limited** ("Apps4U") (Company Registration Number 10338102) whose registered office is at University of Chichester, Business Centre, Upper Bognor Road, Bognor Regis, PO21 1HR and **YOUR COMPANY OR NAME** ("Company") (Company/Charity Registration Number **YOUR COMPANY REGISTRATION NUMBER**) whose registered office **YOUR ADDRESS**

Purpose of this Agreement
Both parties wish to conduct business together which may require certain Confidential Information to pass between the parties including, but not limited to, information which is supplied by third-parties. Such third-parties may include, but may not be limited to, clients of either party. The purpose of this Agreement shall be to protect the confidentiality of such information and the relationships which exist indivually between either of the two parties to this agreement and any such third party.

In consideration of the mutual promises and covenants contained in this Agreement, and the mutual disclosure of confidential information to each other, the parties agree as follows:

1. Confidential Information and Confidential Materials

a. "Confidential Information" means non-public information that is designated as being confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased software or hardware products, the marketing or promotion of any product, business policies or practices, trade secrets, and information received from others that either party is obligated to treat as confidential. Confidential Information disclosed by one party ("Disclosing Party") to the other party (the "Receiving Party") by any of Disclosing Party's subsidiaries or representatives is covered by this Agreement.

b. Confidential Information does not include any information that Receiving Party can prove: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became rightfully known to Receiving Party without an obligation of confidentiality prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party and other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) was independently developed by Receiving Party.

c. "Confidential Materials" means all tangible material containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

a. Receiving Party shall not disclose any Confidential Information to third parties for five (5) years following the date of its disclosure by Disclosing Party to Receiving Party. However, Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Receiving Party gives Disclosing Party notice prior to such disclosure and complies with any applicable protective order.

b. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its won confidential information, to keep the Confidential Information confidential. Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Party's employees or representatives on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with its employees and representatives sufficient to enable it to comply with all the provisions of this Agreement.

c. Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as expressly permitted hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.

3. Non-Compete and Non-Enticement

The Parties Recognise and Agree as follows:

a. That in the conduct of business it may be necessary for one party to engage directly with the clients and customers, both existing and prospective, of the other party.
b. Neither party shall take any action which might entice clients or customers of the other party to trade or contract directly with them. Including, but not limited to, providing quotations, proposals or other offers to conuct business.

4. Non-Solicitation of Management and Staff

The Parties Recognise and Agree as follows:

a. During the term of this Agreement and for a period of 24 months following its termination, neither party will make any offer of direct Employment or engage through a service company any individual who is or has been an employee or director of the other party whilst this Agreement has been in force.

5. Rights and Remedies

a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorised use.

b. Receiving Party shall return all original, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, destroy all such Confidential Information and Confidential Materials and certify such destruction to Disclosing Party.

c. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

d. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

e. That conducting or attempting to conduct business directly with the clients or customers of the other party may cause irreparable harm to the other party; for which that party shall be entitled to exemplary damages and not limited to the loss of profit from such enagement.

6. Ownership

All right, title, and interest in and to Confidential Information and Confidential Materials of Disclosing Party are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party's patents, copyrights, trademarks, trade secrets or other proprietary rights.

7. Miscellaneous

a. ALL CONFIDENTIAL INFORMATION AND CONFIDENTIAL MATERIALS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Disclosing Party be liable for any damages whatsoever related to Receiving Party’s use of Confidential Information or Confidential Materials.

b. Both parties certify that no portion of the Confidential Information or Confidential Materials will be exported or transferred, whether directly or indirectly, to anyone outside the United Kingdom without first complying strictly and fully with all export controls that may be imposed on the Confidential Information or Confidential Materials by the British government or any country or organisation of nations within whose jurisdiction either party operates or does business.

c. The terms of confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire products without the use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein. Neither party shall have any obligation to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s intellectual property or Confidential Information, except as otherwise provided herein.

d. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorised officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

e. If either party employs solicitors to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable solicitors fees. This Agreement shall be construed and controlled by the laws of England.

f. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

g. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

h. All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

The parties hereto have executed this Agreement as of the date first set forth above.

For and on behalf of Apps4U Limited

Signature:

Name: Graham Reddie

Position: Director

For and behalf of YOUR COMPANY NAME

Signature:

Name:

Position: