

# CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

White East

This Confidentiality & Non-Circumvention Agreement ("Agreement") is entered into on Today's date Regarding the: **AVIS TECHNOLOGIES, VORTEX, ELECTRIC RING ENGINE and 3D PRINTING and the FINANCIAL MODEL of the AVIS FRANCHISE WORLD PROJECT and AVIS GROUP and AVIS BANKS and INVENTIONS, DESIGN, ARTWORK & LITERATURE.**  
AVIS Global Group & Subsidiaries & Partner Firms, 90 Long Acre, Covent Garden, London, WC2E 9RZ, UK  
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("Company" and "Owner")  
and

Corporate:

Represented by:

Address:

Tel:

Email:

Web:

("Recipient" and "Owner")

**COVERING THE PROPOSED PROJECT AND/OR TECHNOLOGY OWNED BY THE RECIPIENT OR COMPANY:**



The project or technology belongs to the Recipient

The project or technology belongs to the Company

**DEFINITIONS** For the purposes of this Agreement, "Confidential Information" shall mean that Recipient & Company "revise reverse" shall not disclose any information concerning the inventions of the Owner, the Company and the proposed project of the Recipient to any individual or entity at any time. Confidential Information shall mean that Recipient and/or Owner shall not disclose any information, written, drawn or spoken, including, but not limited to, sketches, plans, layouts, drawings, renderings, paintings, artwork, manuscripts, computer aided design, business contacts, floor-plans, funding sources, financial model, banks, business contacts, business plans, technology, operations, systems, inventions, trademarks, copyrights, trade secrets, concepts, prototypes or business affairs of the Owner and the Company, or of another party whose information Owner has in its contracts, to any individual or entity at any time which (i) is disclosed by Owner or its affiliates to Recipient or its affiliates, indicating its confidential or proprietary nature, or is obviously confidential or proprietary by its nature, or (ii) is developed during the relationship between the parties and would give or increase the advantage of Owner's competitors over the Owner or diminish the Owner's advantage over its competitors. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party. Recipient agrees to follow all of Owner's security procedures including, but not limited to, maintaining the secrecy of all Confidential Information and all of Owner's information and materials (whether confidential or not). Recipient further agrees that all Confidential Information and materials of which Recipient becomes aware shall be maintained by Recipient in a manner that will preserve its confidentiality and secrecy.

**EXCLUSIONS** Confidential Information shall not include any information of Owner that (i) is already known to Recipient at time of its disclosure; (ii) becomes available to Recipient from a lawful source other than the Owner; (iii) is or becomes public knowledge without the fault of the Recipient; (iv) is or becomes on an unrestricted basis to a third party from Owner or from someone acting under Owner's control; (v) is communicated by Recipient to a third party with express written consent of the Owner; (vi) is lawfully required to be disclosed, provided that before making such disclosure, the Recipient shall immediately give Owner written notice and cooperate in Owner's actions to secure confidential handling of such information.

**OWNERSHIP** All Confidential Information, in whatever form, including without limitation, drawings, sketches, renderings, computer aided design, contracts, business contacts and/or information in computer software or held in electronic storage media, shall be and remain the property of the Owner. All such Confidential Information shall be returned to Owner promptly upon written request and shall not be retained in any form by Recipient.

**TERM** For a period of two (2) years from the date of disclosure, Recipient shall not disclose any Confidential Information to any person or entity except employees of Recipient and its affiliates who have a need to know and who have executed this Agreement and have been informed of Recipient's obligations under this Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of Confidential Information as Recipient used for its own confidential information of like importance and, at a minimum, shall exercise reasonable care. Either party may terminate this Agreement by written notice to the other. However, all rights and obligations under this Agreement shall survive with respect to Confidential Information disclosed prior to termination.

**NON-CIRCUMVENTION** The parties agree that confidential Information shall not be used for the enrichment, directly or indirectly, of the Recipient or its affiliates, without the express written consent of Owner. The parties further agree that following receipt of Confidential Information from Owner, Recipient shall not contract or attempt to sell to, transact with or purchase from Owner-provided sources without the written permission from Owner.

**REMEDIES** The parties agree that in the event of a breach or threatened breach of the terms of this Agreement, the non-breaching party shall be entitled to an injunction in addition to, and not in lieu of, any other legal or equitable relief including monetary damages. The parties acknowledge that Confidential Information is valuable and unique and that its disclosure or circumvention will result in irreparable damage to Owner. Recipient understands and agrees that any disclosure or misappropriation of any of the Confidential Information at any time in violation of this Agreement will cause Owner irreparable harm, including, but not limited to; adversely affecting the ability of the Owner to file trademarks, patents or copyrights on the confidential information, allowing competitors to develop similar products to the Owner, allowing competitors to gain a market advantage over the Owner and/or placing Owner in breach of their respective agreements with third parties, and given that the extent or amount of such damages would be difficult or impossible to ascertain in a court of law, Recipient agrees that Recipient shall pay to Owner an amount equal to five million dollars of liquidated damages, and not as a penalty, which amount represents the result of a reasonable endeavor by Owner and Recipient to ascertain the fair average compensation for any harm that Owner will sustain as the result of such disclosure or misappropriation. Recipient expressly agrees that this liquidated damages amount represents reasonable compensation for the harm that will be incurred by Owner as a result of such disclosure or misappropriation, that this liquidated damages provision is necessary because Owner will in fact suffer significant damages as a result of violation of this Agreement, and that the amount of those damages is impracticable to calculate or ascertain with certainty or specificity.

Notwithstanding the liquidated damages provided for herein, Recipient understands and agrees that such liquidated damages or any monetary damages will not be sufficient to avoid and/or compensate Owner for the unauthorized use or disclosure of the Confidential Information and that injunctive or other equitable relief would be appropriate to prevent any improper actual or threatened use or disclosure of the Confidential Information or other breach of this Agreement.

**MISCELLANEOUS** Any failure or delay by the parties in exercising any right, power or privilege hereunder shall not invalidate the rights, power or privileges provided under this Agreement. This Agreement shall be governed by the laws of the State of Spain, without regard to the principles regarding choice of law. If any provision of this Agreement shall be invalid under such laws, the validity of the others shall not be affected. The State and/or Federal courts located in the United Kingdom shall be the exclusive and proper jurisdiction for any disputes arising hereunder. Should a party be found to be in violation of this Agreement following due process, the violating party agrees to pay all costs and expenses, including attorney's fees and disbursements incurred by the non-violating (other party) in enforcing the terms of this Agreement. Recipient agrees that the court's ruling shall be final and binding and not subject to appeal or challenge. Recipient further agrees that the court proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the court case is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except to the court and the court staff, the parties' attorneys and their staff, and any experts retained by the parties.

**COMPLETE AGREEMENT** This Agreement: (i) is the complete agreement of the parties concerning this subject matter; (ii) may not be amended except in writing signed by both parties; and (iii) is executed by authorized representative of each party. Recipient hereby acknowledges and certifies that Recipient has read and understands this Agreement that the consequences and implications of its breach have been explained to Recipient, and that Recipient agrees to abide by the terms of this Agreement. Recipient agrees, if required or asked by Owner, to execute in the future an additional confidentiality agreement in connection with Recipient should Owner decide such an agreement is necessary for any reason. The parties agree that facsimile signatures are binding and considered as original.

**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound, have executed this Agreement effective as of the date indicated above

Name of Recipient

Represented by:

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Signature & Date

Company

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Signature & Date

Please sign and upload at <https://avisglobal.group/avis-bank-file-upload/>