

# Non-Circumvent and Non-Disclosure Agreement (NCNDA)

The NCNDA is designed to protect the information shared by WGL through its agents, successor in title, subsidiaries and associated group of companies with mutual interest in the intended transactions of the business portfolio. That no persons shall share either by direct transfer or any other means, reveal, discuss, information related to the customers' contact details and any other relevant data from WGL (whereby persons for purposes of this non-disclosure refers to both artificial persons such as company and natural persons like Directors, Shareholders and Employees of your company that might get either authorised or unauthorised access.

That in the event of need to disclose, discuss, reveal or share the confidential known information then due diligence measures must be complied with such as seeking permission, consent, approval or authorisation from either the chair of the board of directors or chair of the board of shareholders that has lawful ownership of such confidential information, data or contact.

Any contrary actions, arrangements or omission shall amount to breach shall may lead to legal prosecution by the affected company (WGL).

Law Applicable:

The Law of England and Wales shall be used in the event of a dispute arising from data leakages or unauthorised information disclosures.

Jurisdiction Clause:

The courts, mediators (Arbitrators) or tribunals in Wales, United Kingdom shall have jurisdiction over the dispute arising from acts or omissions they have contravened this non-disclosure agreement.

NB:

The receiving party shall record and retain an original copy of the information and the relevant needed to retrieve each of the said information for the stored location. The information and all copies thereof will be destroyed or returned immediately, without retaining any copies thereof, if the parties do not, within a reasonable time, proceed with the transaction's, or upon the request of the disclosing party.

This agreement shall be inoperative as to any operation or portions of the information which:

- Is or becomes generally available to the public other than as result of a disclosure by either Party, or their agents, subsidiaries, assignees, or successors in title to this agreement in contravention of this Agreement.
- Was known by the receiving of their agents, subsidiaries, assigned, or successors in title on a non-confidential basis prior to its disclosure.
- Is received from third party of their agents, subsidiaries, assigned, or successors in title without breach of confidentiality.
- Is independently developed by a party their agents, subsidiaries, assignees, or successors in title without reference to the other party's information.

This agreement will be affect for a period of Ten (10) years from the date hereof or if longer the commercial transaction. The confidentiality obligation set forth here under shall be in effect for ten (10) years following the expiration or termination hereof.

How ever, this ten (10) year confidentiality term shall not apply of information that meets the definition of trade secret under applicable law "(trade secrets)". The obligation set forth herein with

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respect to trade secret shall survive expiration or termination of this Agreement and will continue to be in effect so long as that information remains a trade secret under applicable law.

This agreement shall be governing with the laws of Wales and England, United Kingdom.

Each representative, by signing below guarantees that he/she is duly empowered by his/her respectively name company to enter into and be bound by the commitments and obligations contained herein either as individual, Private Limited Company, or Public Limited Company., corporate body or on behalf of a corporate body or legal entity.

**“Electronic signature is valid and accepted as hand signature”.**

Signature - full name-

Company Name-

Address-

Company Seal and signature.

Signed date-

Signature – Full Name –.

Company name-

Address-

Company seal and signature.

Signature- full name-

Company Name-

Address-

Company Seal and Signature

Signed date-

Signature- Full Name-

Company name-

Address-

Company Seal and Signature