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# Non-Disclosure

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Confidentiality

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## NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

### “Purpose” is To Enter This Instrument To Establish An Internationally Recognised Non- Circumvention, Non-Disclosure and Working Agreement Between the Participating Parties Entering Into Confidentiality And To Defend Certain Parameters Of Their Future Legal Obligations, And Considering Their Mutual Promises Herein And Other Good And Valuable Considerations. This Agreement Will Also Extend To All Or Any Information, Intellectual Property, Promotional Material And Any Personal Information Gathered Or Obtained On Clients, Employees, Staff, Or Shareholders Of U-Horizon Limited And Its Assigns.

**THIS AGREEMENT** is made and is effective from the Effective Date by and between:

**U-Horizon Ltd** (hereinafter referred to as "**U-Horizon ”**), of

London Office: 20-22 WENLOCK ROAD, LONDON N1 7GU UNITED KINGDOM, and

Company Registration No. UK/11087992

Hong Kong Office: L1-2 MIRROR CENTRE, 61 MODY ROAD, TSIM SHA SUI EAST, KOWLOON, HONG KONG and Company Number: HK/2109810

**U-Horizon Ltd**

**Tel/Fax: +44 (0) 1992 303 745 Mob: +44 (0) 7426 938 054 Mob: +44 (0) 7970 545 592)**

[**www.u-horizon.com**](http://www.u-horizon.com) **info@u-horizon.com**

### AND

Name:

Of:

(Herein after called the **“Receiving Party”)**

### WHEREAS

* + 1. The **Receiving Party** wishes to receive certain confidential information which **U-Horizon** regards as proprietary; and
		2. **U-Horizon** is prepared to disclose the confidential information subject to the conditions of this confidentiality agreement;

**NOW THEREFORE** the parties to this confidentiality agreement (hereinafter referred to as "Agreement") hereto mutually and voluntarily agree as follows:

### CONFIDENTIAL INFORMATION

1. This Agreement shall cover all information disclosed by **U-Horizon** to the **Receiving Party**
	* 1. (Hereinafter referred to as "confidential information").
2. The term confidential information as used in this Agreement means information, knowledge or data which **U-Horizon** has a confidential interest or has a legal duty to protect, including but not limited to intellectual, technical, scientific, commercial or industrial nature relating to technology, invention, concepts, processes, designs, improvements, business financials, cost, pricing or marketing information and any oral disclosure.
3. The **Receiving Party** notes that **U-Horizon** regards confidential information as being developed by **U-Horizon** after the investment of significant time, effort and expense by it, and that **U-Horizon** regards it as a significant competitive advantage in **U-Horizon 's** business.
4. Subject to Clauses 2-3. of this Agreement the **Receiving Party** agrees:
	1. to hold confidential information in the strictest trust and confidence;
	2. to use confidential information only for the purpose for which it was intended;
	3. not to copy, alter, modify or disclose any confidential information to any competitor, advisor, other Agent, the news media or any person without the express written consent of **U-Horizon** in each and every case, except to the **Receiving Party’s** own employees on a 'need to know' basis, which the **Receiving Party** can show to be necessary for the execution of their duties;
	4. to return confidential information, including any copies, to **U-Horizon** promptly on demand or after it is no longer required, except as may be agreed between the parties in any other agreement.
	5. to indemnify **U-Horizon** from any loss, damage or unnecessary exposure to competitors causing loss by the disclosure of the confidential information by the **Receiving Party** to unauthorized parties.
5. The requirements of Clause 4. Shall not apply to any part of confidential information which the **Receiving Party** can show is:
6. in the public domain, either at the time of transfer or at any time thereafter other than by breach of this Agreement by the **Receiving Party**; and/or
7. already in the possession of the **Receiving Party** prior to receipt from **U-Horizon**; and/or
8. received by the **Receiving Party** from a bona fide third party without breach of obligation by such third party to **U-Horizon**.
9. **U-Horizon** shall be entitled at its sole discretion to require immediate return of confidential information, together with all copies, at any time.
10. Intellectual Property Rights in all confidential information remain vested in **U-Horizon**. Neither the execution of this Agreement nor the disclosure shall be construed as a grant, implication or otherwise to the **Receiving Party** to license hereunder, and no license shall be deemed to have arisen or be implied by way of estoppels or otherwise.
11. The Parties hereto and/or their affiliates shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the Parties, nor in any manner access, contact and/or conduct any transaction with such said sources, without written consent and specific permission of the Party who made such sources available
12. The Parties shall not in any way circumvent each other and/or attempt such circumvention in any transaction the Parties wish to enter and shall endeavour to ensure that original transaction codes, dates and priority information established is not altered.
13. The Parties shall not disclose any name, participant, address, telephone, telex, email and/or facsimile number to any contact revealed by either Party, as they fully recognise such information and contact(s) to be the exclusive and valuable information of the respective Party and shall not enter into direct and/or indirect offers, negotiations and/or transactions with such contacts revealed by the Party unless specifically agreed by express written permission by the disclosing Party.
14. Disputes arising out of or relating to any Parties of this whole Agreement or breach thereof which is not settled between the Parties, shall be settled by and through Arbitration in accordance with the Rules of the International Chamber of Commerce. Any decision and award made by arbitration shall be final, conclusive and binding on the Parties and enforceable in the Court of Law in the Country of choice of an award by the arbitrators.
15. This Agreement is valid for **FIVE (5) years** from the date of signature for any and all transactions between the Parties herein, unless otherwise varied in writing.
16. Signature of this Agreement shall be deemed to be an Executed Agreement enforceable and admissible for all purposes as may be necessary under the terms of this Agreement including rollovers, extensions and additions.
17. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein This and future transactions shall be included under the guidelines of the International Chamber of Commerce.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed in two copies by their duly authorised representatives, confirming their understanding and agreement to the terms and conditions of the Agreement. The Parties agree that facsimile signatures shall bind this Agreement.

**EXECUTED** as a Deed dated this 26 January 2019

### Signed for and on behalf of U-Horizon Ltd: Signed for and on behalf of Receiving Party:

**Name: Jude Wambeek/ Gary Lee Name:**

**Position: Director Position: Director**