**CONFIDENTIALITY LETTER / NON-DISCLOSURE AGREEMENT**

Date: **21st September 2022**

To: Umer Malik

Dear Umer

I refer to our discussions in relation to the proposed arrangements between us in respect of **developing an online web application; Forms Submission Platform** (the "Permitted Purpose"). As a result, you and each of your directors, employees and professional advisers (together referred to as the 'Disclosees"), will need access to certain information relating to the Forms Submission Platform, Norman Falloon and his business partners (together referred to as the “Disclosers”) solely in connection with the Permitted Purpose (the "Confidential Information"). Confidential Information includes, but is not restricted to, the design, development, testing and deployment of the bespoke application software, copyright, trademarks, patents (regardless of status), commercial relationships and agreements, in place or intended, and additionally any information, which if shared, may harm the business of the Disclosers.

1. In consideration of us supplying Confidential Information to you, you undertake the following:-

(a) To hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person or firm (except to other Disclosees), without prior written consent;

(b) Only to use the Confidential Information for the Permitted Purpose;

(c) To ensure that each person to whom disclosure of Confidential Information is made is fully aware in advance of the obligations of confidence under this letter and each party agrees to be responsible for any breach of the terms of this letter by any such person;

(d) Upon written demand from the Discloser to return the Confidential Information and any copies of it or confirm in writing to the Discloser that it has been destroyed. You shall not be required to return or destroy: (1) documents required to be retained by law, regulation or for audit requirements or (2) meeting papers, reports, notes or other material prepared or on your behalf which incorporate Confidential Information (“Secondary Information”) provided that the Secondary Information is kept confidential (and for the avoidance of doubt the provisions of this paragraph (d) shall survive the termination of this letter);

(e) to keep confidential and not reveal to any person or firm (other than Disclosees) the fact that discussions or negotiations are taking place or have taken place between the parties in connection with the Permitted Purpose or otherwise concerning the commercial relationship between the parties in connection with the Permitted Purpose; and

(f) That the Disclosee gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed.

2. Nothing in paragraph 1(a) to (f) of this letter shall apply to any Confidential Information:

(a) Which at the time of its disclosure is in the public domain;

(b) Which after disclosure comes into the public domain for any reason except failure on the part of any Disclosee, to comply with the terms of this letter;

(c) Which is disclosed by or on behalf of the Discloser on a non-confidential basis;

(d) Which was lawfully in the Disclosee’s possession prior to such disclosure;

(e) Which is subsequently received by the Disclosees from a third party without obligations of confidentiality (and, for the avoidance of doubt, a party shall not be required to enquire whether there is a duty of confidentiality); or

(f) Which is required to be disclosed by any applicable laws, rules, requirements, or regulations or directions of any statutory or regulatory authority or an order of court or tribunal.

3. The Disclosee agrees that they will not directly or indirectly solicit any current employee of the Discloser with a view to offering them employment for a period of twelve months from the date of this agreement, provided that neither party shall be restricted from general recruitment activities or advertising, and may employ any person who responds on their own initiative to such activities or advertising.

4. The Disclosee undertakes that it shall not:

1. Without the prior written approval of the Discloser contact any client, customer, supplier, distributor, financier or creditor of the Discloser in connection with the Permitted Purpose; or
2. Use the Confidential Information to interfere, or seek to interfere with any relationship between any such person and the Discloser.

except that in each case, nothing in this paragraph 4 shall restrict the Disclosee from contacting any client, customer, supplier, distributor, financier or creditor of the other party in the ordinary course of its business.

5. Governing law and jurisdiction:

(a) This letter shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales in respect of any dispute arising out of or in connection with this letter.

## 6. The obligations in this letter will terminate on the third anniversary of the date of this letter.

Please indicate your acceptance of the above by signing and returning the enclosed copy of this letter as soon as possible.

Yours sincerely

**Norman Falloon**

Date: **21st September 2022**

I have read and agree to the terms of the above letter.

Signed ……………………………………………… Dated .............................................................

For and on behalf of