

Non Disclosure Agreement (Strictly Confidential)

1. Introduction.

This Non Disclosure Agreement is applicable to all development projects ("Projects") that are undertaken by Alma Technologies Limited (company registration number 599153) trading as Alma Digital ("Alma Digital").

During the course of discussions about the possibility of Alma Digital assisting in delivering the Project for the Customer, information may be disclosed to the receiving party ("Receiving Party") which the disclosing party ("Disclosing Party") considers to be confidential. This Non Disclosure Agreement ("NDA") therefore contains provisions to protect the confidentiality of such information.

This NDA does not commit the Customer to enter into a formal agreement with The Supplier, (whether alone or in association with others) in relation to the Project or any part of it. In particular, but without limitation, nothing in this NDA shall imply that the Customer will obtain any goods or services from The Supplier, either in connection with the Project or any other project. The Customer shall be free to obtain any such goods and services from any person.

If Alma Digital is selected as a supplier for the purposes of the Project, any supplies in relation to the Project will be subject to the separate agreement, governed by the Terms and Conditions, but the confidentiality provisions set out in this NDA shall remain valid and enforceable unless and until terminated by any such separate agreement.

2. Definitions and interpretation.

2.1. Any two persons are to be treated as "**Associated**": if one is a corporate body of which the other directly or indirectly has control; or if both are corporate bodies directly or indirectly controlled by the same person or group of persons. For these purposes a person or group of persons who are able directly or indirectly to control or materially to influence the policy of a corporate body, but without having a controlling interest in that body corporate, may be treated as having control of it. The terms "Associate" and "Associated Company" are to be interpreted accordingly.

2.2 “**Confidential Information**” means the terms of this Agreement together with all information including, without limitation, any ideas; business methods; finances; prices, business, financial, marketing development or manpower plans; customer lists or details; computer systems or software; products or services; relationships with actual or potential clients or suppliers and any other information which, if disclosed, would be liable to cause harm to the Disclosing Party and which is received by the Receiving Party or any of its Associated Companies or Representatives directly or indirectly from the Disclosing Party or any of its Associated Companies or Representatives;

2.3. “**Representatives**” of a company shall mean directors, officers, employees, agents, subcontractors, bankers or advisers of that company or of any Associated Company

3. Confidentiality and associated matters.

3.1. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information the Receiving Party undertakes that it will:

3.1.1. only use the Confidential Information for the Project;

3.1.2. treat the Confidential Information as being strictly confidential and will not without the Disclosing Party’s prior written consent or as expressly permitted by this NDA disclose or use or allow others to disclose or use it;

3.1.3. only disclose the Confidential Information to such of its Associated Companies and/or Representatives as need to have access to it for the Project provided the Receiving Party ensures that each of the Associated Companies and Representatives to whom the Confidential Information is disclosed is made aware of the terms of this NDA and agrees to abide by those terms;

3.1.4. on the request of the Disclosing Party procure that each Associated Company or Representative to whom Confidential Information is disclosed shall enter into a written undertaking in favour of the Disclosing Party in similar terms to this NDA and use all reasonable endeavours to assist the Disclosing Party in enforcing any such undertaking (but in any event the Receiving Party shall be responsible for their acts and omissions including, without limitation, any breach of any of the provisions of this NDA by any such Associated Companies or Representatives);

3.1.5. at the Disclosing Party’s request immediately cease to use the Confidential Information and within 14 days of such request return to the Disclosing Party all the Confidential Information received by the Receiving Party, its Associated Companies and Representatives in whatever form together with any copies thereof and destroy any notes, analyses, studies or interpretations incorporating any Confidential Information and certify to the Disclosing Party that such destruction has taken place;

3.1.6. treat all Confidential Information with the same degree of care and protection as it treats its own confidential information; and not use, reproduce, transform or store any of the Confidential Information in any externally

accessible computer or electronic retrieval system or transmit it in any form or by any means whatsoever outside the Receiving Party's usual place of business (other than in accordance with its normal backup procedures).

3.2. The obligations placed upon the Receiving Party pursuant to clause 3.1. of this NDA shall not apply to information which:

3.2.1. is in or comes into the public domain otherwise than as a result of any breach by the Receiving Party or its Associated Companies or Representatives of any of the obligations contained in this NDA; or

3.2.2. the Receiving Party can prove by documentary evidence was lawfully known to the Receiving Party or its Associated Companies or Representatives before it was disclosed by the Disclosing Party unless such knowledge arises from a breach of confidence owed to the Disclosing Party or any of its Associated Companies or Representatives; or

3.2.3. is received or obtained by the Receiving Party or its Associated Companies or Representatives from a third party otherwise than in breach of a confidence owed to the Disclosing Party or any of its Associated Companies; or

3.2.4. the Receiving Party can prove by documentary evidence was independently developed by or on behalf of the Receiving Party or its Associated Companies or Representatives as a result of work which is independent of and not based on any of the Confidential Information.

3.3. Confidential Information disclosed by the Disclosing Party shall remain the sole property of the Disclosing Party. Neither this NDA nor any disclosure of Confidential Information under this NDA grants the Receiving Party any right or licence under any trademark, copyright, patent or other form of intellectual property right now or hereafter owned or controlled by the Disclosing Party.

3.4. If the Receiving Party or any of its Associated Companies or Representatives receives a request for disclosure of the Confidential Information from any court, tribunal, government department or agency or other official body of competent jurisdiction (an "Official Request") the Receiving Party shall provide the Disclosing Party with prompt written notice of any such Official Request so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDA. If, in the absence of a protective order or other remedy the Receiving Party or any of its Associated Companies or Representatives are nonetheless legally compelled to disclose Confidential Information pursuant to the Official Request the Receiving Party or its Associated Companies or relevant Representatives may, without liability under this NDA, disclose only that portion of the Confidential Information which is legally required to be disclosed provided that the Receiving Party exercises its best efforts to preserve the confidentiality of the Confidential Information. Unless the Receiving Party is legally prohibited from doing so, it will provide the Disclosing Party with notice of

such disclosure and the content of such disclosure prior to the time such disclosure is made.

3.5. The parties agree that money damages alone would not be an adequate remedy for any breach of this NDA and that the Disclosing Party shall be entitled, without prejudice to any other rights or remedies that may be available to it, to seek injunctive relief or specific performance or other equitable relief.

3.6. The Disclosing Party does not make any representation or warranty (express or implied) as to the accuracy or completeness of the Confidential Information. The Disclosing Party shall not have any responsibility or liability in respect of any Confidential Information supplied to the Receiving Party and no representation is made or is to be implied that the contents of the Confidential Information will remain unchanged. The Disclosing Party shall not be liable for any damages arising out of the use of Confidential Information disclosed by it under this NDA.

3.7. Neither party nor any of their respective Associated Companies or Representatives shall make any announcement or any disclosure of or otherwise publicise the contents or existence of this NDA or the Project.

3.8. The rights and obligations of the parties under this NDA may not be sold, assigned or otherwise transferred.

3.9. Each party confirms that it is acting in this matter as principal and not as an agent or broker for any person.

3.10. Nothing in this NDA shall put any obligation on either party to enter into any further agreement regarding the Project or any other matter.

3.11. If any provision of this NDA is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this NDA and the remainder of the affected provisions shall continue in full force and effect.

3.12. No failure by a party in exercising any right, power or privilege under this NDA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this NDA.

3.13. This NDA does not create any warranty, representation or promise enforceable by any person who is not a party to it, nor does it purport to confer any benefit on any such person.

4. Governing Law.

This NDA shall be governed by and construed in accordance with the laws of the Republic of Ireland and any dispute which may arise out of or in connection with this NDA or the legal relationship established by them, shall be subject to the exclusive jurisdiction of the Irish Courts, although we retain the right to bring proceedings against you for breach of the terms of NDA in your country of residence or any other relevant country. The agreement arising from this NDA is agreed to be made in the City of Dublin.

The validity, construction and performance of this NDA shall be governed by and construed in accordance with Irish law and the parties agree to submit to the exclusive jurisdiction of the Irish Courts. The obligations of confidentiality shall continue for two years after the disclosure of the last item of Confidential Information.