

DATED

2023

COMPANY NAME

and

INTRAGEN LIMITED

**MUTUAL
NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made on

2023

BETWEEN:

- (1) **COMPANY NAME of Company Address** (“Party 1”);
- (2) **INTRAGEN LIMITED** of 870-871, 6th Floor Salisbury House, 29 Finsbury Circus London, EC2M 5SQ, (“Party 2”).

WHEREAS:

- (A) The parties intend to enter into discussions relating to the Purpose which will involve the exchange of Confidential Information between them.
- (B) The parties have agreed to comply with this Agreement in connection with the disclosure and use of Confidential Information.

IT IS AGREED:

1 Definitions and Interpretation

1.1 Definitions:

“**Business Day**” means a day other than a Saturday, Sunday or public holiday.

“**Confidential Information**” has the meaning given in clause 2.

“**Discloser**” means a party to this Agreement when it discloses its Confidential Information, directly or indirectly, to the other party.

“**Group**” means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

“**Group Company**” means in relation to a company, any member of its Group.

“**Holding company**” has the meaning give in clause 1.2.4.

“**Purpose**” means to explore and, if appropriate, negotiate business relationships for the provision of cyber security products and services particularly in relation to identity governance and access management.

“**Recipient**” means a party to this Agreement when it receives Confidential Information, directly or indirectly, from the other party.

“**Representative(s)**” means in relation to:

- (a) Party 1, its officers and employees that need to know the Confidential Information for the Purpose;
- (b) each party, its professional advisers or consultants who are engaged to advise that party in connection with the Purpose;

- (c) Party 1, its contractors and sub-contractors engaged by that party in connection with the Purpose; and
- (d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

“**Subsidiary**” has the meaning give in clause 1.2.4.

1.2 Interpretation.

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes email.
- 1.2.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 Confidential Information

- 2.1 **Confidential Information** means all confidential information relating to the Purpose which the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or (where applicable) any of its Group Companies, before, on or after the date of this Agreement. This includes:
 - 2.1.1 the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
 - 2.1.2 all confidential or proprietary information relating to:
 - (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of any of the Discloser’s Group Companies; and
 - (ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser’s Group Companies;
 - 2.1.3 any information, findings, data or analysis derived from Confidential Information; and
 - 2.1.4 any other information that is identified as being of a confidential or proprietary nature.

3 Confidentiality obligations

3.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

3.1.1 keep the Confidential Information secret and confidential;

3.1.2 not use or exploit the Confidential Information in any way except for the Purpose;

3.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement; and

3.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose.

3.2 The obligation set out in clause 3.2 shall not apply in respect of Confidential Information which:

3.2.1 is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives in breach of this Agreement;

3.2.2 was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;

3.2.3 was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information; or

3.2.4 was lawfully in the possession of the Recipient before the information was disclosed by the Discloser; or

3.2.5 the parties agree in writing that the information is not confidential.

4 Disclosures

4.1 Disclosure to Representatives

4.1.1 The Recipient may disclose the Confidential Information to its Representatives (or in the case of Party 1, any of its Group Companies) on the basis that it:

(i) informs those Representatives (or Group Companies, as applicable) of the confidential nature of the Confidential Information before it is disclosed; and

(ii) procures that those Representatives (or Group Companies, as applicable) comply with the confidentiality obligations in clause 3.1 as if they were the Recipient.

4.1.2 The Recipient shall be liable for the actions or omissions of the Representatives (or Group Companies, as applicable) in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

4.2 Disclosure by law

4.2.1 Subject to the provisions of this clause 4.2, a party may disclose Confidential Information to the minimum extent required by:

- (i) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; or
- (ii) the laws or regulations of any country to which its affairs are subject.

4.2.2 Before a party discloses any Confidential Information pursuant to clause 4.2.1 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 4.2.2, that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.

4.2.3 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 4.2.1 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

5 Return or destruction of Confidential Information

5.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

5.1.1 destroy or return to the Discloser all documents and materials containing, reflecting, incorporating or based on the Discloser's Confidential Information;

5.1.2 erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and

5.1.3 certify in writing to the Discloser that it has complied with the requirements of this clause 5.1.

5.2 Nothing in clause 5.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 5.2.

6 Reservation of rights and acknowledgement

6.1 Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.

6.2 Except as expressly stated in this Agreement, neither party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

6.3 The disclosure of Confidential Information by the parties shall not form any offer by, or representation or warranty on the part of, that party to enter into any further agreement with the other party in relation to the Purpose.

7 Inadequacy of damages

7.1 Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

8 No obligation to continue discussions

8.1 Nothing in this Agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on each party to disclose any information (whether Confidential Information or otherwise) to the other party.

9 Ending discussions and duration of confidentiality obligations

9.1 If either party decides not to continue to be involved in the Purpose with the other party, it shall notify that other party in writing immediately.

9.2 Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 9.1, each party's obligations under this Agreement shall continue in full force and effect for a period of two years from the date of this Agreement.

9.3 The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

10 No partnership or agency

10.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

11 General

11.1 Assignment and other dealings. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

11.2 Entire agreement

11.2.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 11.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Agreement.
- 11.3 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.5 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 11.6 Notices
- 11.6.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or at the home address specified above (if an individual);
- 11.6.2 Any notice shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service.
- 11.6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.7 Third party rights. This Agreement does not give rise to any rights to third parties to enforce any term of this Agreement.
- 11.8 Governing law. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

Name:

Title:

for and on behalf of

COMPANY NAME

.....

Signed by

Name:

Title:

For and on behalf of
Intragen Limited

.....

Director