NON-DISCLOSURE AGREEMENT

For the purposes of this Non-Disclosure Agreement (“**NDA**”), Financial Chronicles is hereinafter referred to as the “Receiving Party” and The Client are hereinafter referred to as the Company.

# WHEREAS

1. and any other services in connection with the publishing process to any industry and (c) customized software solution services including but not limited to website development, internal automation solutions technology intensive publishing solutions, consultancy, and maintenance services etc. (“the Business”)
2. Pursuant to the association of the Receiving Party with the Company, the Receiving Party may obtain knowledge of the Company’s business and its Confidential Information (as defined hereunder).
3. The Receiving Party recognizes that in order to protect the Company’s competitive advantage, the Company is entitled to protect its Confidential Information (as defined hereunder) and therefore the Parties have agreed to enter into this NDA to set the terms and conditions of use of such Confidential Information (as defined hereunder) by the Receiving Party.

Unless otherwise specified, the Company and the Receiving Party shall hereinafter be collectively referred to as **“Parties”** and severally as a **“Party”.**

NOW THEREFORE, in consideration of the foregoing, the term set forth below and for other valuable consideration (the receipt of which the Receiving Party hereby acknowledges), the Receiving Party, intending to be legally bound hereby, agrees with the Company as follows:

# CONFIDENTIAl INFORMATION

* 1. “Confidential Information” means any and all information *(orally, or in writing, electronically or in any other form)*, that is related to the Company and/or any of its Affiliates, and marked as “confidential” and any and all information received by the Receiving Party (or its directors, officers, employees, subcontractors, agents, and any other representatives (collectively referred to as “Representatives”) in the course of its/his/her association/ performance of its Services for the Company under the Master Services Agreement dated 21st May 2021 and that which is not generally known to or accessible by the members of the public, nor intended for general dissemination, whether furnished by the Company or Company’s client. “Confidential Information” does not include information that has become publicly known and made generally available to the public or available with the Receiving Party through no breach of its confidentiality herein.
	2. Any terms capitalized but not defined herein shall have the meaning ascribed to it in the Master Services Agreement dated 21st May 2021.
1. CONFIDENTIALITY OBLIGATION OF THE RECEIVING PARTY
	1. The Receiving Party agrees and covenants to exercise the highest degree of care and take reasonable security precautions in keeping the Confidential Information confidential and except with the prior written consent of the Company, to not make or allow any disclosure of the Confidential Information to any third party except where required by the law.
	2. Notwithstanding the generality of the foregoing, the Receiving Party agrees, and covenants as follows:
		1. Not to divulge, quote, furnish, publish, summarize, or use for the personal benefit of the Receiving Party.
		2. Not to divulge any Confidential Information to any third party without the written consent of the Company except where required by the law.
		3. Not to make any use of such Confidential Information except for the purpose of performance of the obligations specifically authorized by the Company.
	3. The Receiving Party further agrees and covenants to limit the use of and access of the Confidential Information to the Representatives on a need to know basis and have been notified that such information is Confidential Information to be used solely for the purpose of performance of their obligations pursuant to the authorization of the Company.
	4. Any information developed by the Company and/or its representatives with reference to or based upon or derived from the Confidential Information communicated to the Receiving Party or its Representatives shall be subject to the terms of this NDA if such information is shared with the Receiving Party.
	5. In the event that the Receiving Party is required by law, judicial, executive, or administrative order, to disclose Confidential Information, the Receiving Party shall (i) endeavor to provide the Company a notice prior to disclosure in order to render an opportunity to the Company to contest the disclosure or seek a protective order, and (ii) endeavor to limit to a reasonable extent the disclosure to minimum amount that is legally required to be disclosed.
2. GOVERNING LAW, DISPUTES AND JURISDICTION
	1. This NDA shall be governed and construed under the laws of The United Kingdom.
	2. In the event of any dispute relating to the validity, construction and/or performance of this NDA which cannot be settled amicably by the Parties, such dispute shall be settled by arbitration under the provisions of The laws of The United Kingdom by one arbitrator appointed mutually by the Parties in accordance with the rules.
3. Return, Destruction or Loss of Protected Information
	1. Immediately upon the Company’s request, the Receiving Party shall either return or, if specifically directed by the Company, destroy all or any part of the Confidential Information in its possession, power or control in a manner that assures such Confidential Information is rendered unrecoverable.
4. General ProvisionS
	1. Binding Effect: This NDA shall be binding upon and shall inure for the benefit of each Party and Company’s successors in title and assigns.
	2. Entire Understanding: This NDA represents the entire understanding between the Parties hereto on the subject matter hereof and shall supersede all earlier discussions between the Parties in this regard.
	3. Amendment: Neither this NDA nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by each of the Parties.
	4. Severability: If any provision in this NDA becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this NDA and the remaining provisions of this NDA shall not, so far as possible, be affected by the severance.
	5. Waiver: No waiver of any of the provisions of this NDA is binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this NDA does not constitute a waiver of any provision and all terms shall remain in full force and effect.
	6. Notices: Any notice to any Party shall be in writing and posted, delivered personally or sent by courier, mail ,registered or certified mail or facsimile transmission to the address as specified in the Master Services Agreement dated 21st May 2021 and for proving service by such Party it shall be sufficient to show that the envelope containing the notice was properly addressed and posted/delivered/sent to the said address/facsimile number.

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| **Client Name:** |
| Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

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| **Financial Chronicles:**  |
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| Sign : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |