



Non-Disclosure Agreement

November 17, 2022

WebshopCompany Ltd.
Document Sender : Geza Koczian (COO, WebshopCompany Ltd.)
Signer: Geza Koczian (COO, WebshopCompany Ltd.)

Non-Disclosure Agreement

Dated: **May 9, 2025**

Non-Disclosure Agreement

BETWEEN

WebshopCompany LTD

AND



THIS AGREEMENT is dated: **May 9, 2025**

Between:

(1) WebshopCompany Limited (Company Number: **08595221**) incorporated and registered in England and Wales whose registered office is at **1 Northumberland Avenue, Trafalgar Square, London, WC2N 5BW, United Kingdom**

; and

(2) (Company Number:) whose registered office is at .

Background

WebshopCompany Limited and wish to exchange Confidential Information in connection with a project which they plan to undertake together (the 'project'), and they recognise that the unauthorised disclosure or use of the Confidential Information could cause the Parties commercial harm. Therefore, they are willing to enter into this Agreement in accordance with the provisions of this Agreement.



IT IS AGREED as follows:

1. Definitions

In this Agreement the following words shall have the following meanings:

‘Confidential Information’	<div><div>(a)</div><div>in respect of Information provided in documentary form or by way of a model or in other tangible forms, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence;</div><div>(b)</div><div>in respect of Information that is imparted orally, any Information that the Disclosing Party or its representatives informed the Receiving Party or its representatives at the time of disclosure was imparted in confidence;</div><div>(c)</div><div>in respect of Confidential Information imparted orally, any note or record of the disclosure;</div><div>(d)</div><div>any copy of any of the foregoing; and</div><div>(e)</div><div>the fact that discussions are taking place between the Disclosing Party and the Receiving Party.</div></div>
‘Information’	<div>The collaborations, commercial relationships, products, and corporate development strategies of the Parties are also included in Information.</div> <div>Such information is not dependant on how it is disclosed, whether expressed as technical information or otherwise and it includes that represented in intellectual property or know how generally.</div>
‘Disclosing Party’	<div>the Party to this Agreement that discloses Information, directly or indirectly, to the Receiving Party under or in anticipation of this Agreement</div>
‘Permitted Purpose’	<div>shall mean that the Confidential Information may only be used by the Receiving Party for the purpose of the project. Project has the purpose given above in the Background.</div>
‘Receiving Party’	<div>the Party to this Agreement that receives Information, directly or indirectly, from the Disclosing Party.</div>

2. Obligations of the Receiving Party

2.1 For a term of 10 years from the date of this Agreement, except as provided for in clause 7, the Receiving Party undertakes to the Disclosing Party to:

- (a)** receive and keep the Confidential Information secret and confidential and not disclose such Confidential Information to any third party;
- (b)** take all necessary precautions to ensure that such undertaking is enforced and is enforceable and take such action as to ensure that patentability is not destroyed through making information available to the public, for instance by written or oral description;
- (c)** use the Confidential Information only for the Permitted Purpose;
- (d)** only disclose the Confidential Information under binding obligations of confidence (which it undertakes to enforce and for which it is legally responsible) to those of its subsidiaries, employees, sub-contractors, seconded staff, officers, agents, consultants and collaborators as need to have access thereto wholly necessarily and exclusively for the purposes of the project whose identity the Receiving Party shall provide to the Disclosing Party at their request;
- (e)** not without the Disclosing Party's prior written consent make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the Confidential Information; and
- (f)** promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information falls within the provisions of clause 3.

3. Limitation of the obligations of the Receiving Party

3.1 Clause 2 shall not apply to Confidential Information which:

- (a)** was known to the Receiving Party prior to its communication by or through the Disclosing Party (as evidenced by the Receiving Party's records); or
- (b)** is or becomes in the public domain except by any default or fault of the Receiving Party or any person acquiring it from the Receiving Party; or
- (c)** becomes known to the Receiving Party by the action of another person not in breach of any obligation of confidentiality owed to the Disclosing Party; or
- (d)** is developed by any of the Receiving Party's employees who have not had any direct or indirect access to, or use or knowledge of, the information imparted by the Disclosing Party.

4. Return of Confidential Information

4.1 Upon termination of this Agreement, in the event that the Receiving Party is in breach of any of the conditions of this Agreement, and at any other time on the written request of the Disclosing Party, the Receiving Party will immediately return the Confidential Information and any copies thereof made by or in the possession of or under the control of the Receiving Party pursuant to this Agreement and make no further use or disclosure of any of the Confidential Information. If the Disclosing Party so dictates, the Confidential Information shall be destroyed under the above circumstances.

4.2 The Receiving Party may, however, keep one copy of the Disclosing Party's Confidential Information in its legal adviser's files solely for the purpose of enabling it to comply with the provisions of this Agreement.

5. Limitation of transferred rights

5.1 The Receiving Party acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Disclosing Party, including any documents, files and any other items containing any Confidential Information, belongs to the Disclosing Party. It will not be removed from the Receiving Party's address nor be given to any other person or parties.

5.2 This Agreement shall neither prejudice nor limit the rights of the Disclosing Party in respect of any intellectual property rights in the Confidential Information.

5.3 Except as provided for herein the Receiving Party may not assign or transfer any rights or obligations hereunder without the prior written consent of the Disclosing Party.

5.4 This Agreement shall not be construed:

(a) to grant the Receiving Party any licence or rights other than as expressly set out herein in respect of the Confidential Information, nor

(b) to require the Disclosing Party to disclose any Confidential Information to the Receiving Party.

6. Foreground Intellectual Property

6.1 In the event that the Receiving Party makes or observes any new discovery, improvement or invention ('Invention') relating to the Confidential Information or as a direct result of the project then the Receiving Party will bring this to the attention of the Disclosing Party.

6.2 Neither Party shall make or seek to make actual commercial gain from such an Invention, nor make any patent application or secure any other proprietary rights to legally protect any such Invention, except with the prior written agreement of the other Party.

7. Publication

7.1 The Parties shall not arrange nor permit the publication of any information regarding the results or outcome of the Confidential Information without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

8. Limitation of liability of Disclosing Party

8.1 The Parties give no warranties in relation to the Confidential Information disclosed by it hereunder and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the Disclosing Party as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

9. Notices

9.1 All notices required to be served pursuant to this Agreement shall be made in writing to the addresses at the head of this Agreement.

10. Law and disputes

10.1 The validity, construction and performance of this Agreement shall be governed by English law. Any

dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Agreement hereby submit.

11. Third parties

11.1 This Agreement does not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

AGREED by the Parties through their authorised signatories:

X

X

Geza Koczian

Signed By Geza Koczian (COO, WebshopCompany Ltd.)

Signed On: November 17, 2022

Signature Certificate

Document name: Non-Disclosure Agreement

Unique Document ID: D26CA436966286E2A2FD94538711761F5B465EFB



Timestamp

November 16, 2022 5:45 am
BST

Audit

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