

## NON DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made on the ..... day of ....., 20...

### **BETWEEN:**

- (1) Revive & Thrive, a public company limited by shares incorporated in England and Wales with registered number 8669548 whose registered office is at Arwel, Fairfield Drive, Newtown, Powys SY16 2DJ
  
- (2) ..... whose registered number is ..... and whose registered office is at .....  
.....("the Company")

### **WHEREAS**

The Company has agreed to discuss with Revive & Thrive potential business opportunities for the mutual benefit of the Company and Revive & Thrive, and to receive information and take part (to the extent chosen by Revive & Thrive) in Revive & Thrive process known as Revive & Thrive 2013 Challenge ("the Purpose"). It is envisaged that the Company may from time to time receive information (as defined below) of a confidential nature. In consideration of Revive & Thrive making available to the Company such information, the Company agrees that any such information disclosed to it shall be subject to the terms and conditions of this Agreement.

### **IT IS HEREBY AGREED**

#### **1. DEFINITIONS**

For the purposes of this Agreement the following words and phrases shall have the following respective meanings.

##### 1.1. "Confidential Information" means:

- (i) all information which is imparted or obtained under or in connection with this Agreement and/or the Purpose on, before or after the date hereof in confidence through any means of communication or observation, or is of a confidential nature, relating to the business or prospective business, current or projected plans, or strategic, marketing, creative, financial or internal affairs of Revive & Thrive or any member of the Revive & Thrive Group, including in particular, but not limited to, the terms of this Agreement, the clients, customers, suppliers, employees, business processes, methodologies, tools, all know-how, trade secrets, products, operations, product information and unpublished information relating to Revive & Thrive intellectual property rights, and any other commercially valuable information in whatever form or to any other matter that the Company is advised or has reason to know is the confidential or proprietary information of Revive & Thrive or any member of the Revive & Thrive Group; and
- (ii) any material provided by either party to the other which is clearly designated "Confidential" (or other similar legend) provided that the absence of any such legend, will not preclude the same from being deemed Confidential Information;

- 1.2. "Group" in relation to Revive & Thrive means any incorporated organisations, any holding company, and any subsidiary of Revive & Thrive

## 2. PROTECTION OF CONFIDENTIAL INFORMATION

In consideration of Revive & Thrive agreeing to disclose Confidential Information to the Company, the Company agrees that, for a period of five (5) years after the date of receipt of any Confidential Information, it will:

- 2.1. hold all Confidential Information in strict confidence and protect such Confidential Information with the same degree of care normally used to protect its own similar confidential information, but in no event will the Company exercise less than reasonable care;
- 2.2. not use or permit the disclosure or use of any Confidential Information for any purpose other than for the Purpose;
- 2.3. not copy or reproduce all or any part of any Confidential Information in any medium except as may be strictly necessary to effect the Purpose;
- 2.4. restrict any access to any Confidential Information to such of its employees as need to know such information to effect the Purpose;
- 2.5. Without prejudice to clause 2.4, not disclose any Confidential Information to any third party (including consultants, representatives or advisers) without the prior written consent of Revive & Thrive and in the event that such a disclosure is permitted by Revive & Thrive the Company will procure that such third party is fully aware of and agrees to be bound by the terms of this Agreement.

## 3. EXCLUSIONS

The obligations and requirements set out in this Agreement will not apply to the use or disclosure of information which the Company can prove:

- 3.1. at or after the time of disclosure or acquisition is in the public domain otherwise than through a breach of this Agreement by the Company or its employees or agents;
- 3.2. is or becomes known to the Company from a third party in rightful possession thereof and owing no obligation of confidentiality to the Company;
- 3.3. was already in the lawful possession of the Company (as shown by appropriate records), prior to the date of disclosure by Revive & Thrive under this Agreement;
- 3.4. is required to be disclosed by any Court of competent jurisdiction and/or governmental or regulatory body or agency lawfully requesting the same provided that the Company shall:

- 3.4.1 give prompt notice of such requirement;
- 3.4.2 fully co-operate with Revive & Thrive if Revive & Thrive decides to challenge the validity of any such requirement; and
- 3.4.3 limit the scope of any such required disclosure to the maximum extent possible; or
- 3.5. is approved for release by written authorisation from Revive & Thrive.

#### 4. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

All rights in and title to the Confidential Information supplied by Revive & Thrive to the Company remain in Revive & Thrive. Neither this Agreement nor the furnishing of any Confidential Information will be construed as granting to the Company (either expressly, by implication or estoppel, or otherwise) any license or immunity under any copyright, patent, trade secret, trademark, or other intellectual property right now or hereafter owned or controlled by Revive & Thrive, except solely to effect the Purpose.

#### 5. **PUBLICITY RESTRICTIONS**

Without the other party's prior written approval, neither party will (a) make or provide any public statement or disclosure concerning the existence of or any aspect of this Agreement or the discussions between the parties, including any mention of the Purpose; or (b) use the name, likeness or trademarks of the other party or its employees or affiliates to express or imply any relationship or affiliation between the parties, or any endorsement of any product or service.

#### 6. **WARRANTIES**

The Company acknowledges and agrees that Revive & Thrive makes no warranties, express or implied, with respect to any matter relating to the Confidential Information which is provided "as is".

#### 7. **TERMINATION**

- 7.1. This Agreement may be terminated immediately by written notice:
  - 7.1.1 by Revive & Thrive at any time; or
  - 7.1.2 by either party if the discussions or negotiations relating to the Purpose are terminated.
- 7.2. Unless terminated earlier, this Agreement will continue in full force and effect for a period of five (5) years from the date hereof.
- 7.3. No expiration or termination of this Agreement will affect provisions of this Agreement which are intended, by their terms or by necessary implication, to survive such expiration or termination or to relieve the Company of its obligations with respect to Confidential Information received prior to such expiration or termination.

**8. RETURN OF CONFIDENTIAL INFORMATION**

Upon termination or expiration of this Agreement for any reason whatsoever, the Company will, upon Revive & Thrive's request, and as soon as is practicable (a) promptly return any and all materials containing Confidential Information in its possession, custody, power or control to Revive & Thrive; or (b) destroy such materials and certify their destruction in writing to Revive & Thrive. In either case, the Company shall procure that any such materials containing Confidential Information are erased from any computer, word processor or other device in its possession, custody, power or control.

**9. NOTICES**

Notices required to be given by one party to the other in connection with this Agreement will be given in writing and delivered via first class, postage paid, return receipt mail to the other party's address set forth in the introductory paragraph of this Agreement (in the case of notices to Revive & Thrive, with a copy also for the attention of "The Managing Director Revive & Thrive at Arwel, Fairfield Drive, Newtown, Powys SY16 2DJ) or such other address as a party may substitute by giving notice to the other in accordance with this clause.

**10. ASSIGNMENT**

This Agreement and all rights, duties and obligations hereunder are personal to the undersigned parties and may not be assigned, delegated or otherwise transferred by either party, or by operation of law, without the prior written consent of the other party; provided, however, that either party may assign this Agreement in its entirety to any affiliated company that acquires or succeeds to substantially all of its shares, assets or business. Any other attempt by either party to assign or transfer this Agreement or any right or obligation herein is void and without effect and will constitute a material breach of this Agreement. This Agreement and each and every provision hereof will be binding upon and will inure to the benefit of the parties and their permitted successors and assigns.

**11. REMEDIES**

In the event that the terms of this Agreement are breached the Company acknowledges that damages may not be an adequate remedy and Revive & Thrive are entitled to seek the remedy of an injunction and/or specific performance and other equitable relief.

**12. WAIVER AND VARIATION**

12.1. A failure or delay in Revive & Thrive exercising any right, power or privilege under this Agreement will not operate as a waiver of it. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents Revive & Thrive from further exercising a right or remedy or the exercise of another right or remedy.

12.2. A variation of this Agreement shall not be effective unless in writing signed by an appropriate signatory on behalf of Revive & Thrive.

**13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Unless otherwise expressly provided in this Agreement, a person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**14. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall be an original, but all the counterparts together shall constitute one document.

**15. SEVERANCE**

Each of the provisions of this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

**16. GOVERNING LAW**

This Agreement shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction.

Signed for and on behalf of

.....

Signature.....

Name .....

Capacity.....

Date.....

Signed for and on behalf of

REVIVE & THRIVE LTD

Signature.....

MARK A. BARNES

MANAGING DIRECTOR

Date.....



REVIVE  
THRIVE

mi City  
Don't Miss Out!

eEngaged

MADE YOU LOOK!

Historic Towns Forum

kerching  
MAKING YOUR TILL RING

CITY | DRESSING

Child Safe ZONES

Forrester Boyd  
Chartered Accountants

Reward Your World™

RADIO DART  
made of music

the association of  
rslm  
practitioners

coality

RedBorder

FABULOUSLY  
creative

bira  
British Independent Retailers Association

gum wand

BURROWS  
little

RBTE | RETAIL BUSINESS TECHNOLOGY EXPO 2014  
11TH-12TH MARCH 2014, EARLS COURT, LONDON, UK  
THE LEADING EVENT FOR THE RETAIL INDUSTRY

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