

## Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-disclosure Agreement (the “**Agreement**”) dated the “**Effective Date**” is made and entered into by and between the Customer (“**Customer**”) and Peter Lloyd, Xeroom (“**Mr. Lloyd**”). Customer and Mr. Lloyd are prepared, on the terms of this Agreement (including the text and any annexes), to make available to each other certain non-public, confidential or proprietary information and materials (“**Confidential Information**” or “**CI**” as defined further below) about and in relation to the project described in **Annex A** (the “**Project**”). Under this Agreement, the party who receives CI is referred to as the “**Recipient**” with respect to such CI and the party who discloses CI is referred to as the “**Disclosing Party**” with respect to such CI. Each party agrees, on the terms of this Agreement, to keep such CI confidential and to use such CI solely for the purposes of the Project by Customer, its Affiliates or third parties. An “**Affiliate**” of a party means any person or entity owned or controlled by that party, owning or controlling that party or under common control with that party. A “**Representative**” means, as to a party or its Affiliates, its directors, officers, managers, members, partners, principals, employees, agents, accountants, advisors, consultants, lawyers, reinsurers and related persons and entities.

### 1. PRINCIPAL AGREEMENTS

1.1 Scope of Confidential Information. “**Confidential Information**” means any non-public, confidential and/or proprietary information relating to the Project and related matters, including without limitation (i) the nature of the Project, the names of the parties and potential other parties, the factual, legal, technical, economic and financial background, the procedural status, the planned legal and procedural strategies and tactics for the prosecution of the Project, the expected timing of its evolution, the expected recoveries and other relevant information, (ii) factual and evidentiary information, procedures and decision trees, financial statements and information, data and documents, (iii) legal and non-legal concepts, theories, strategies, tactics, opinions, conclusions and other attorney or other professional work product, (iv) profit margins, hedging and monetization structure, credit risk analysis, risk modeling, valuation models, computer data bases, computer programs, systems, intellectual property, trade secrets and trademarks, (v) the Disclosing Party’s and its Affiliate’s business model and procedures, (vi) the existence of this Agreement and the discussions and negotiations relating to the Project, and (vii) other information or material related thereto. All Confidential Information is provided with no warranties, express or implied.

1.2 Confidentiality and Use. Recipient agrees that, during the term of this Agreement and for two years from the date of this Agreement, it will keep all CI disclosed hereunder confidential and it will not disclose, reveal or make available any CI to any person or entity other than its Representatives or Affiliates who need to have access to the CI.

1.3 Exclusive Property. Recipient agrees that all CI is and shall remain the exclusive property of the Disclosing Party (or the person disclosing the CI to Disclosing Party under duties of confidentiality) and that Recipient’s use and awareness of the CI creates no rights, at law or in equity, of Recipient in such CI or any embodiment thereof. Neither this Agreement, nor the furnishing of any CI hereunder or Recipient’s use or awareness of the CI, shall be construed as creating or granting, whether expressly or by implication, at law or in equity, any right or title to or license to use any CI, other than as provided in the first paragraph of this Agreement, this Section 1.3 and Sections 1.2, 1.4 and 1.5.

1.4 Permitted Disclosure. Recipient shall not be restricted in using or disclosing CI that is not subject to legal professional privilege or a protective order, is not attorney work product and that Recipient can demonstrate (a) was publicly known prior to the Effective Date of this Agreement, (b) was in the possession of Recipient prior to disclosure by the Disclosing Party, (c) was readily available to Recipient from another source without violation of this Agreement, (d) becomes part of the public domain or publicly known, not by the fault of Recipient or any third party in violation of a confidentiality agreement, or (e) was independently developed by Recipient or acquired by Recipient without reference to the CI of the Disclosing Party.

1.5 Required Disclosure. If a Recipient is requested or required by any judicial, governmental or regulatory authority to disclose any CI, then Recipient will promptly notify the Disclosing Party of such request prior to disclosing such CI, so that the Disclosing Party may seek a protective order. If, in the absence of a protective order, Recipient is nonetheless legally compelled to disclose such CI, Recipient may, without liability hereunder, furnish only that portion of such CI that Recipient is advised is legally required to be furnished, and Recipient will communicate to any judicial, governmental or regulatory authority the existence of this Agreement.

1.6 Return or Destruction. Recipient shall, within 30 days after the termination of this Agreement or the abandonment of the review or cooperation in relation to the Project, return all relevant CI material to the Disclosing Party or destroy all hard or electronic copies thereof and confirm such destruction in writing to the Disclosing Party. However, Recipient may retain an archival electronic copy of such CI for use (on a confidential basis) residing in their automatic backup systems, subject to the obligations set forth herein.

1.7 Remedies. Recipient recognizes and agrees that (i) the covenants and agreements contained in this Agreement are reasonable and necessary to protect and preserve the interests and properties of the Disclosing Party, (ii) irreparable loss and damage will be suffered by the Disclosing Party and its Affiliates should Recipient breach any such covenants and agreements, (iii) each of such covenants and agreements is separate, distinct and severable from the other and remaining provisions of this Agreement, (iv) if any such covenant is found by a court of competent jurisdiction to be overly broad in any respect, Recipient desires and directs that such covenant be amended by such court to a reasonable breadth, and (v) in addition to other remedies available to it, the Disclosing Party shall be entitled to both temporary and permanent injunctions to prevent a breach or contemplated breach by Recipient of any of such covenants or agreements. In any proceeding by the Disclosing Party to obtain injunctive relief, the Recipient's ability to answer in damages shall not be a bar or be interposed as a defense to the granting of injunctive relief, and the Disclosing Party shall not be required to post a bond or other undertaking in such a proceeding.

## 2. MISCELLANEOUS

2.1 Effective Date, Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue in effect for two years. Either party may terminate this Agreement without cause upon giving 30 days' prior written notice to the other party. The covenants contained in Section 1 shall survive the termination of this Agreement.

2.2 Entire Agreement; Binding Effect; Assignment. This Agreement (including the text and any annexes) constitutes the entire agreement between the parties with respect to the subject matter

hereof, and it supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. This Agreement shall benefit, and be binding upon, the parties' respective successors, assigns, and legal representatives. Neither this Agreement, nor any rights, interests, obligations and duties arising hereunder, may be assigned or otherwise conveyed by either party hereto without the other party's express written consent.

2.3 Amendments; Waivers; Severability. Any amendment, modification or waiver of any provision of this Agreement must be in writing and executed by both parties. No delay by a party in exercising any right, power or remedy under this Agreement shall be a waiver thereof, and no single or partial exercise of any right, power or remedy hereunder shall preclude any further exercise thereof. If any provision of this Agreement is held to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

2.4 Notices. All notices and other communications ("**Notices**") shall be in writing sent to the parties at their addresses indicated below (if any) or at such other address as a party may specify to the other party. Notices may be delivered by hand or courier (effective on delivery), by email or other reliable electronic communication (effective when sent), or by registered or certified mail, first class (airmail) postage prepaid (effective five business days after mailing).

2.5 Applicable Law and Disputes. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of England and Wales and each party submits to the non-exclusive jurisdiction of the English courts.

Signed by or on behalf of the parties:



Signed By: \_\_\_\_\_  
Customer  
NAME:

\_\_\_\_\_  
Peter Lloyd

POSITION:

EFFECTIVE DATE: 11<sup>TH</sup> APRIL, 2019

COMPANY NAME:

T/A XEROOM  
22 HARRISON CLOSE  
TWYFORD  
BERKSHIRE  
RG10 0LL

ADDRESS:

## **ANNEX A**

Description of the Project: Implementation of the Xeroom software plugin application for WordPress websites. Access passwords and logins to any website provided and any Xero account/instance provided. Also access to any server provided and any data, files, accounts or materials provided for the purposes of installing, configuring and testing Xeroom.