

STUDIONAVARRA.CO.UK

CONFIDENTIAL (& RECIPROCAL) NON-DISCLOSURE AGREEMENT (NDA) WITH PARTNERS



THIS is an AUTOMATIC AGREEMENT in force since 2014 by and between ("the Recipient") a partner, member, organisation or individual involved in any activity and correspondence with www.studionavarra.co.uk, any of its working parties and www.studionavarra.co.uk (the "Company".)

WHEREAS, the Company and Recipient, for their mutual benefit and pursuant to a working relationship which has been or may be established, anticipate that the Company may disclose or deliver to a working relationship which has been or may be established, anticipate that the Company

may disclose or deliver to Recipient

documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or behalf of by the Company, in any jurisdiction, and any amendments or supplements thereto (collectively, "Proprietary Information"); and

WHEREAS, the Company desires to assure that the confidentiality of any Proprietary Information is maintained; NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, the Company and Recipient hereby agree as follows:

1. For a period of twelve (12) months from the date hereof, the Recipient shall hold in trust and confidence, and not disclose to others, or use for Recipient's own benefit or for the benefit of another, any Proprietary Information which is disclosed to the Recipient by the Company at any time between the date hereof and twelve (12) months thereafter. The Recipient shall disclose Proprietary Information received under this Agreement to person within its organisation only if such persons (a) have a need to know and (b) are bound in writing to protect the confidentiality of such Proprietary Information. This paragraph (1) shall survive and continue after any expiration or termination of this Agreement and shall bind the Recipient, its employees, agents, representatives, successors, heirs and assigns.

2. The undertakings and obligations of the Recipient under this Agreement shall not apply to any Proprietary Information which: (a) is described in an issued patent anywhere in the world, is disclosed in a printed publication available to the public, or is otherwise in the public domain through no action or fault of the Recipient. (b) Is generally disclosed to third parties by the Company without restriction on such third parties, or is approved for release by written authorisation of the Company. (c) if not designated "confidential" at the time of first disclosure hereunder, or is not later designated in writing by ABC Company, within thirty (30) days from disclosure to Recipient to be of a secret, confidential or proprietary nature. (d) Is shown to the Company by Recipient, within ten (10) days from disclosure, by underlying documentation to have been known by Recipient before receipt from the Company and/or to have been developed by the Recipient completely independent of any disclosure by the Company.

3. The title to all property received by the Recipient from the Company, including all Proprietary Information, shall remain at all times the sole property of the Company, and this Agreement shall not be construed to grant to the Recipient any patents, licenses or similar rights to such property and Proprietary Information disclosed to the Recipient hereunder.

4. The recipient shall, upon request of the Company, return to the Company all documents, drawings and other tangible materials, including all Proprietary Information and all manifestation thereof, delivered to the Recipient, and all copies and reproductions thereof.

5. The parties further agree to the following terms and conditions:

5.1. Any breach by the Recipient of any of the Recipient's obligations under this Agreement will result in irreparable injury to the Company for which damages and other legal remedies will be considered inadequate. In seeking enforcement of any of these obligations, the Company will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief to prevent discontinue and/or restrain the breach

of this Agreement.

5.2. If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

5.3. In any dispute over whether information or matter is Proprietary Information hereunder, it shall be the burden of the Recipient to show both that such contested information, and matter, is not Proprietary Information within the meaning of this Agreement and that it does not constitute a trade secret under British (UK) law.

5.4. No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

5.5. This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5.6. This Agreement is governed by and will be construed in accordance with the laws of Great Britain (UK) and the courts of the United Kingdom shall be the exclusive forum.

5.7. This Agreement is in addition to any prior written agreement between the Company and the Recipient relating to the subject matter of this agreement. In the event of any disparity or conflict between the provisions of such agreements, the provision which is more protective of Proprietary Information shall control. This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by the Company and Recipient.

All parties have executed this Agreement as of 2014 or since the first interaction even if only via email.