Mutual Non-Disclosure Agreement

Protects confidential information shared before or during a business relationship

PARTIES

(1) **Ataman Consulting Ltd**, a company incorporated in England and Wales with company number 13597881, whose registered office is at 124 City Road, London, England, EC1V 2NX; and

(2) the other party named in the Ataman Consulting **Contract Acceptance Form** that refers to this document.

The parties wish to share confidential information to discuss and evaluate a possible business relationship, or for any other purpose recorded in the Contract Acceptance Form (the **"Purpose"**).

AGREED TERMS

1. CONFIDENTIAL INFORMATION

1.1 **"Confidential Information"** means all information, in any form, disclosed by one party (the **"Discloser"**) to the other (the **"Recipient"**) in connection with the Purpose, that is marked as confidential or that a reasonable person would understand to be confidential.

1.2 Confidential Information does not include information that:

(a) is or becomes public other than through a breach of this Agreement;

(b) the Recipient already lawfully held without a duty of confidence;

(c) the Recipient receives lawfully from a third party without a duty of confidence; or

(d) the Recipient develops independently without using the Confidential Information.

2. OBLIGATIONS

2.1 The Recipient shall keep the Confidential Information secret, use it only for the Purpose, and protect it with at least the care it uses for its own confidential information.

2.2 The Recipient may disclose Confidential Information to its employees, officers, associates and professional advisers who need to know it for the Purpose, provided they are bound by duties of confidentiality no less strict than this Agreement.

2.3 The Recipient may disclose Confidential Information if required by law, a court or a regulator, provided it gives the Discloser prompt notice where legally permitted.

3. RETURN AND DESTRUCTION

3.1 On written request, the Recipient shall promptly return or destroy the Confidential Information, except copies it must keep by law or that are held in routine backups, which remain subject to this Agreement.

4. NO LICENCE OR COMMITMENT

4.1 No licence of any intellectual property is granted by this Agreement. Neither party is obliged to enter into any further agreement.

5. DURATION

5.1 This Agreement starts on the date the Contract Acceptance Form is signed. The obligations of confidentiality continue for 3 years from the date of each disclosure.

6. REMEDIES

6.1 Damages may not be an adequate remedy for breach of this Agreement, and the Discloser may seek injunctive or other equitable relief.

7. GENERAL

7.1 This Agreement is the entire agreement between the parties about its subject matter and gives no rights to third parties under the Contracts (Rights of Third Parties) Act 1999.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

ACCEPTANCE

This document is accepted by signing the Ataman Consulting Contract Acceptance Form, electronically or by hand. The version accepted is the version shown in the footer and published at atamanconsulting.co.uk/legal/mutual-nda.pdf on the date the form is signed. The Client's details, the agreed fees and any special terms are recorded in that form.

A typed name with confirmation of acceptance through the Provider's signing platform is an electronic signature and has the same effect as a handwritten signature.