

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered between 6 Keys Limited (“Discloser”) and You (“You”) is effective as of the Date you agreed to the terms of this Agreement.

RECITALS

- A. ActionCOACH EMEA Ltd owns the Confidential Information and has authorised the Discloser the exclusive right to use the Confidential Information reasonably within United Kingdom.
- B. The Discloser has agreed to provide You with certain Confidential Information.
- C. This Agreement sets out the terms and conditions upon which the Confidential Information is provided.

AND THE PARTIES AGREE AS FOLLOWS

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

“**Confidential Information**” means such information as the Discloser may from time to time provide or make available (directly or indirectly) to You, whether orally, in writing or in any graphic or electronic form, and without limiting the generality thereof, specially regarding manuals, policies and procedures, systems, the structure, business, assets, liabilities, know-how, ideas, technical processes, persons, arrangements, records, operations, finances, contractual arrangements with customers and suppliers, budgets and marketing strategies of the Discloser and of its Associated Bodies Corporate whether prepared by the Discloser or by contractors, consultants or advisers to the Discloser or by any other person;

“**Intellectual Property Rights**” means all intellectual property rights, including but not limited to, copyright, patents trademarks, systems and any right to have confidential information kept confidential;

“**Parties**” means the parties to this Agreement, and “**Party**” means any party to this Agreement;

“**Associated Bodies Corporate**” has the same meaning as in section 256 of the Companies Act 2006.

2. PROVISION AND USE OF INFORMATION

2.1 The Discloser may from time to time and in its absolute discretion provide or make available Confidential Information to You.

2.2 You acknowledge that:

- (a) the Confidential Information is valuable confidential information of the Discloser; and
- (b) all existing Intellectual Property Rights in the Confidential Information are vested in the Discloser, and You shall not at any time derive, nor claim from the possession or use of the Confidential Information, any Intellectual Property Rights in the Confidential Information.
- (c) The Confidential Information cannot be distributed to any other person within Action Coach and to any third party, other than the party that it was expressly intended or authorised to deal with the Confidential Information.

2.3 You must:

- (a) keep the Confidential Information confidential;
- (b) save as expressly permitted by the Discloser, not disclose, use, copy in whole or in part or modify or adapt the information in any way without the Discloser’s permission and procure that any third party whatsoever (including the Your employees) is aware of the terms of this Agreement.

3. INFORMATION AVAILABLE FROM OTHER SOURCES

Your obligations under Clauses 2 and 6 do not apply to, and the term “Confidential Information” shall be deemed to exclude, any information which (whether before or after the date of this Agreement):

- (a) is public knowledge otherwise than as a result of a breach of this Agreement; or
- (b) is or has obtained by You other than pursuant to this Agreement and free of any obligation of confidentiality;
- (c) was lawfully in Your possession before its disclosure under this Agreement took place;
- (d) was independently developed by You .

4. DISCLOSURE REQUIRED BY LAW

You may make any disclosure of the Confidential Information required by law, regulation or order of a Court, tribunal, commission or other competent judicial or administrative body or otherwise by law, but shall first notify the Discloser in writing of its intention to do so unless, using its best efforts, it has not been possible to give written notice.

5. RETURN OF INFORMATION

5.1 Immediately after receipt of a written request from the Discloser:

- (a) You will return to the Discloser, or destroy (as the Discloser may direct), such of the original versions and copies of the Confidential Information that are in its possession or under its control; and
- (b) You will (at its own expense) destroy all documents in all formats prepared by or for it or in its possession which incorporate any of the Confidential Information.

5.2 If the Discloser should so require when notifying You of its request under Clause 5.1 You shall, when returning the Confidential Information under Clause 5.1, provide to the Discloser a written declaration duly signed by a Director of You confirming that, to the best of the declarant's knowledge, information and belief, You have complied with all of its obligations under this clause.

6. INJUNCTIVE RELIEF

You acknowledge that damages are not sufficient remedy for the Discloser for any breach of this Agreement and the Discloser is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by You, in addition to any other remedies available to the Discloser at law or in equity.

7. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

8. ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations and correspondence with respect to the same.

9. VARIATION

The Agreement may be amended only by an instrument in writing signed by all of the Parties.

10. WAIVER

No waiver by any Party of any provision of, or right of that Party under this Agreement shall be effective unless it is in writing signed by that Party and such waiver shall be effective only in the specific instances and for the specific purpose for which it was given. No failure or delay by any party to exercise any right under this Agreement or to insist on strict compliance by any other Party with any obligation under this Agreement, and no custom or practice of the Parties at variance with the terms of this Agreement, shall constitute a waiver of that Party's right at any later time to insist on performance of that or any other provision of this Agreement.

11. RIGHT CUMULATIVE

The right conferred upon the Discloser by this Agreement shall be in addition to and not in derogation of any right, power or privilege conferred upon it as the proprietor of the Confidential Information by any enactment or the general law of any jurisdiction.

12. TERM OF AGREEMENT

The covenants and obligations of the Parties under this Agreement shall remain in full force and effect for three years from the Date of completing this Agreement.

APPROVED AND EXECUTED ON Date as mentioned above as an Agreement