

# Mutual Confidentiality Agreement

## Form of Agreement

<b>Company details: TIPA Tech Limited</b>	
<b>Company details</b>	TIPA Tech Limited is a company incorporated under the laws of England and Wales under company registration number 13912775 whose registered office is at Room 103, Mansion House, Bucknalls Lane, Watford, England, WD25 9XX
<b>Contact person details:</b>	Name: Nikunj Vyas Email: Nik.v@tipa-tech.io or such other contact details as shall be notified

<b>Contracting Person details:</b>	
<b>Contracting Person details:</b>	
<b>Contact person details:</b>	Name: Email: or such other contact details as shall be notified from time to time

<b>Authorised Purpose</b>	
Any and all business activities and/or discussions between the parties for the purposes agreed thereon, as may be evidenced through records kept in the normal course of business (email to be sufficient) including but not limited to activities and/or discussions in connection with Contracting Person providing services and/or technologies and/or products to Company. Not limited to the services discussed for Construction Management, M&E, Design or Sustainability Consultancy.	

Company and Contracting Person are willing to exchange Confidential Materials to facilitate the Authorised Purpose. The parties agree that all disclosures shall be subject to the provisions of this Form of Agreement and the attached Confidentiality Terms (together, the Agreement). Notwithstanding the date last signed below, the effective date of this agreement shall be / /2024.

Signed for and on behalf of  
**Company:- TIPA Tech Limited**

Signed for and on behalf of **Contracting Person**  
by its duly authorised representative:-

Signed: .....

Signed: .....

Print Name:.....

Print Name: .....

Title: .....

Title: .....

Date : 2024

Date : 2024

# Confidentiality

## 1. Definitions

In this Agreement, in addition to the definitions set out on page 1 above, the following terms shall have the following meanings:

**Affiliate:** In relation to any Person (including a party to this Agreement), any legal entity directly or indirectly owning and/or controlling, owned and/or controlled by or under common ownership or control with such other Person at any time during the period for which the determination of affiliation is made and for the purposes of this Agreement, "control" shall mean in relation to any Person, the power to direct the management or policies of that Person directly or indirectly through the ownership of voting securities, by contract or otherwise. Notwithstanding the aforesaid TIPA Tech Limited, Engen Technologies Limited, Geoelectric Technologies Limited together with any other company having either one or more of either Mr Nikunj Vyas and/or Ms Ondhia Kalpana as director(s); or (b) more than 50% shareholding owned by one of more and/or Ms Ondhia Kalpana shall be deemed to be "Affiliates" of Company for the purposes of this Agreement.

**Background IP** Intellectual Property Rights that are owned by or licensed to a party or its Affiliates (whether licensed to that party by an affiliate or otherwise) which exist prior to the Effective Date, or are otherwise developed or acquired by that party independently of this Agreement and which that party is free to disclose to the other party without being in breach of any obligations to a third party.

**Confidential Material:** Shall mean this Agreement, the Authorised Purpose and any and all information or materials disclosed, directly or indirectly, by one party or any of its Affiliates to the other in connection with the Authorised Purpose whether before, on, or after the Effective Date and whether orally, in writing, electronically or in any other form, including information or materials relating to the business, products, customers, suppliers, proposals or other Background IP of one party and/or its Affiliates and all information and/or materials incorporating the same and/or directly derived thereon. For the avoidance of doubt, Contracting Person shall treat all Works as Confidential Material of Company. Confidential Material shall not include any information or material which:

(a) is or becomes public knowledge through no improper conduct on the part of the Receiving Party; (b) is already lawfully in the possession of the Receiving Party free from any obligations of confidentiality or restrictions on use; or (c) is subsequently obtained by the Receiving Party from a Person in lawful possession of such information and/or materials and free from any obligations of confidentiality or restrictions on use.

**Disclosing Party:** The party disclosing Confidential Material. In the event that the Person disclosing the Confidential Material is not a party (for example, the Person is an Affiliate of a party) as permitted by the terms hereunder, then the party related to, or having an association with, that Person shall be deemed to be the Disclosing Party for the purposes of this Agreement.

**Intellectual Property Rights:** Any patent, extension of the exclusivity granted in connection with a patent, petty patent, utility model, trade mark, registered design or any application for registration of the same or right to apply for the same (including, but not limited to, continuations, continuations in part and divisional applications), any copyright or neighbouring or related rights, database right, design right, rights in trade, business or

**Person:** Any individual, corporation or body corporate, partnership, association, trust or other entity or organisation, including that person's legal personal representatives, successors and permitted assigns.

**Personnel:** Officers, employees, consultants, contractors and advisers.

**Receiving Party:** The party receiving Confidential Material. In the event that the Person receiving the Confidential Material is not a party (for example, the Person is an Affiliate of a party) as permitted by the terms hereunder, then the party related to, or having an association with, that Person shall be deemed to be the Receiving Party for the purposes of this Agreement.

**Works:** Any works and/or materials created or derived or produced pursuant to the Authorised Purpose by either Party and/or their Personnel on or after the Effective Date, including but not limited to all models, prototypes, software, data, databases, formulae, specifications, inventions, concepts, processes, techniques, analyses, compilations, studies, reports, text, artwork, graphic designs, three dimensional designs, moulds, photographs, preparatory works and any other works or materials.

## 2. Confidentiality Obligations

The Receiving Party shall treat all Confidential Material of the Disclosing Party as secret and confidential and shall not use, copy or disclose any such Confidential Material to any Person except that the Receiving Party may:

**2.1.1.** use Confidential Material of the Disclosing Party solely for the Authorised Purpose; disclose Confidential Material of the Disclosing Party solely to those of its Personnel and/or to those of its Affiliates and/or Affiliates' Personnel who need to know the Confidential Material for the Receiving Party to carry out the Authorised Purpose and who are, prior to any disclosure of Confidential Material, first bound by appropriate and legally binding confidentiality and non-use obligations on terms no less onerous than those contained herein; and

disclose any part of the Confidential Material of the Disclosing Party solely to the extent that it is legally required to do so by any government authority or court of competent jurisdiction, provided that the Receiving Party shall, where legally permissible, (a) notify the Disclosing Party in advance of any required disclosure, (b) use all reasonable endeavours to limit such disclosure and (c) give the Disclosing Party the opportunity to make representations to the relevant authority or court.

The Receiving Party shall take, and shall procure that all necessary precautions are taken, to ensure the security of the Disclosing Party's Confidential Material and shall comply with, and procure the compliance with, the Disclosing Party's directions in relation to its Confidential Material.

The Receiving Party shall ensure that its Personnel and its Affiliates' Personnel shall keep all Confidential Material of the Disclosing Party secret and confidential and shall only use such Confidential Material as permitted under this Agreement. The Receiving Party shall be fully responsible if any of its Personnel or any of its Affiliates' Personnel make any unauthorised disclosure or use of any Confidential Material of the Disclosing Party in breach of the terms of this Agreement.

### **3. Ownership of Confidential Material & Background**

**IP:** All documents, files and other items provided to the Receiving Party by or on behalf of the Disclosing Party and containing Confidential Material shall remain the property of the Disclosing Party and shall be returned by the Receiving Party to the Disclosing Party on request, together with all copies, save as is otherwise required by law. All rights, interest in and title to Background IP shall remain with the owner of the Background IP and no rights to, or licenses under either party's Background IP shall be granted by this Agreement.

### **4. Intellectual Property Rights in the Works**

Contracting Person hereby unconditionally assigns to Company with full title guarantee and without restriction, the legal and beneficial ownership of all Intellectual Property Rights subsisting in or relating to any Works created, developed or devised both before, on and after the Effective Date. For the avoidance of doubt, in relation to Works created, developed or produced after the Effective Date, the assignment of the Works shall take effect from the date on which the relevant Work was created, developed or produced. If the Intellectual Property Rights subsisting in or relating to any Works cannot for any reason be effectively assigned under this clause immediately upon the date of creation, development or production or on the date of those rights otherwise vesting in Contracting Person, then until such time as those rights are assigned to Company, Contracting Person shall hold all such Intellectual Property Rights on trust for Company and Company and its Affiliates shall be permitted to use such Intellectual Property Rights on an exclusive, worldwide, royalty-free basis.

Contracting Person shall execute all documents and do all acts as Company may request from time to time to ensure that all Intellectual Property Rights in the Works fully vest in Company.

All documents and materials that record or contain any Works shall automatically become the property of Company immediately upon their creation or development and, where relevant, Contracting Person shall deliver all such documents or materials, in whatever format or medium, to Company on request, together with all copies. Contracting Person will undertake reasonable efforts, not including hiring or consulting an attorney or obtaining a freedom to operate opinion, to ensure that the Works are original and do not infringe in any way any Intellectual Property Rights of any third party. shall waive, and shall procure the waiver of, any moral rights arising in relation to the Works.

Contracting Person hereby grants to Company a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, perpetual right to exploit and sub-licence Contracting Person's Background IP to the extent needed to enable Company to fully exploit the Works and the Intellectual Property Rights therein howsoever it shall see fit.

### **5. Publicity**

Contracting Person shall, and shall procure that its Personnel, Affiliates and Affiliates' Personnel shall not, without the prior written consent of Company, make any announcement or otherwise provide any information to any third party (other than its legal advisors) concerning the existence, terms or performance of this Agreement or the Authorised Purpose.

### **6. Liability**

Neither party nor any of its Personnel, Affiliates or Affiliates' Personnel makes any assurances as to the accuracy or

completeness of any Confidential Material disclosed hereunder and shall not be liable to the other party in respect of such Confidential Material or its use.

The parties acknowledge that damages alone would not be an adequate remedy for any breach of this Agreement and that notwithstanding Clause 8 the parties may apply for equitable relief before the courts of any jurisdiction, including interim injunctions and orders for specific performance, in addition to all other remedies available at law or in equity.

Neither party shall be liable to the other for any consequential and/or special and/or indirect damages and/or losses if it arises through no fault of theirs.

### **7. Duration**

This Agreement shall come in effect from the date hereof (effective date) and shall remain in force and not exceed 12 Months thereon.

### **8. General**

Neither Party shall be entitled to assign its rights or obligations under this Agreement to any Person without the prior written consent of the other Party, save that each Party shall, without consent, be entitled to assign this Agreement to any Affiliate or in the event of a genuine corporate re- structuring provided always that written notice of such assignment shall be given to the non-assigning Party as soon as reasonably practicable following such an assignment.

Contracting Person shall not be entitled to use any sub-contractors (excluding Affiliates) in connection with the Authorised Purpose except with the prior written consent of Company.

Any failure or delay of either party to exercise any rights or powers (or part thereof) under this Agreement shall not be deemed to be a waiver of those or any other rights, unless expressly so agreed in writing by such party. Any provision of this Agreement declared void or otherwise unenforceable shall be omitted and the remaining provisions shall continue in full force and effect.

This Agreement constitutes the entire agreement and understanding between the parties with regard to its subject matter, including but not limited to confidentiality, Background IP and Works and supersedes all prior oral or written agreements, representations, understandings or arrangements between the parties relating to its subject matter. Any amendment to this Agreement must expressly make reference to this Agreement, be made in writing and signed by the duly authorised representatives of each party. Unless the aforesaid conditions are satisfied any later agreement regarding the subject matter herein (or any part thereof) shall be void and non-binding on the parties, with respect to the said subject matter.

This Agreement shall be governed and construed in accordance with English law and shall be within the non-exclusive jurisdiction of the English Courts.