

Mutual Non-Disclosure Agreement

This agreement is dated _____ (the Effective Date).

PARTIES

- (1) **MOCR LIMITED**, a company incorporated in England and Wales with company number 09220475, whose registered office is at 6 Cresswell Park, London SE3 9RD, United Kingdom (MOCR); and
- (2) _____, a company incorporated in _____ with company number _____, whose registered office is at _____ (the Counterparty).
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BACKGROUND

The parties wish to share confidential information with each other for the Purpose, and agree to protect it on the terms below.

AGREED TERMS

1 Interpretation

1.1 In this agreement:

Confidential Information means all information, in any form or medium, that a party (the **Discloser**) or its Representatives disclose or make available to the other party (the **Recipient**) or its Representatives in connection with the Purpose, whether before or after the Effective Date, which is marked as confidential or which a reasonable person would regard as confidential. It includes technical information, software and source code, system designs and configuration, data, know-how, trading, pricing and commercial information, business plans, and the fact that the parties are in discussions and the terms of those discussions.

Purpose means evaluating, negotiating and, if the parties agree, performing a licence of MOCR's software and the supply of related technical services.

Representatives means, in relation to a party, its directors, officers, employees, contractors and professional advisers.

1.2 Headings do not affect interpretation. "Including" means including without limitation.

2 Confidentiality obligations

2.1 The Recipient shall:

- (a) keep the Discloser's Confidential Information confidential;
- (b) use it only for the Purpose;
- (c) not disclose it to any person except as permitted by clause 3; and
- (d) protect it with at least the degree of care it uses for its own confidential information of a similar kind, and in any event no less than reasonable care.

- 2.2 The Recipient shall not decompile, disassemble or reverse engineer any software, data or materials provided as Confidential Information, or attempt to do so, except to the extent that the law does not permit this restriction.

3 Permitted disclosure

- 3.1 The Recipient may disclose Confidential Information to those of its Representatives who need to know it for the Purpose, provided that it tells them of its confidential nature and ensures that they are bound by obligations of confidence no less protective than those in this agreement. The Recipient is responsible for any act or omission of its Representatives that would be a breach of this agreement if done by the Recipient.
- 3.2 The Recipient may disclose Confidential Information to the extent required by law, by any court, or by any governmental or regulatory authority with jurisdiction over it. Where it is lawful to do so, it shall give the Discloser prompt written notice, disclose only the part that is required, and take reasonable steps to have what it discloses treated as confidential.
- 3.3 The Recipient may disclose Confidential Information with the Discloser's prior written consent.

4 Exceptions

Clauses 2 and 3 do not apply to information that the Recipient can show:

- (a) is or becomes publicly available other than through a breach of this agreement;
- (b) was lawfully in its possession before it was disclosed, free of any obligation of confidence;
- (c) is lawfully received from a third party who owes no obligation of confidence in respect of it; or
- (d) is developed independently by or for the Recipient without use of, or reference to, the Discloser's Confidential Information.

5 Return and destruction

On the Discloser's written request, the Recipient shall promptly return or destroy the Discloser's Confidential Information and, if asked, confirm in writing that it has done so. The Recipient may keep copies held in automatic electronic back-up systems, or that it must keep to comply with law or regulation, and this agreement continues to apply to them.

6 Ownership, warranties and no further obligation

- 6.1 Confidential Information remains the property of the Discloser. No licence or other right is granted, except the limited right to use it for the Purpose.
- 6.2 Confidential Information is provided "as is". The Discloser gives no warranty or representation as to its accuracy or completeness and, except in the case of fraud, has no liability arising from its use.
- 6.3 Nothing in this agreement obliges either party to disclose any information or to enter into any further agreement. Either party may end discussions at any time.

7 Duration

- 7.1 This agreement starts on the Effective Date and continues for two years, unless either party ends it earlier by giving written notice to the other.
- 7.2 When this agreement ends, the obligations in clauses 2 to 6 continue for a further three years and, for trade secrets and source code, for as long as they remain confidential.

8 Remedies

Each party acknowledges that damages alone may not be an adequate remedy for a breach of this agreement, and that the Discloser is entitled to seek an injunction, specific performance or other equitable relief for any threatened or actual breach.

9 Personal data

If either party discloses personal data to the other under this agreement, each party shall comply with its obligations under applicable data protection law, including the UK GDPR and the Data Protection Act 2018.

10 General

- 10.1 This agreement is the entire agreement between the parties about its subject matter and supersedes any earlier arrangement about it.
- 10.2 No variation of this agreement is effective unless it is in writing and signed by both parties.
- 10.3 Neither party may assign or transfer any of its rights or obligations under this agreement without the other's prior written consent.
- 10.4 Nothing in this agreement creates a partnership, joint venture or agency between the parties.
- 10.5 A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 10.6 A failure or delay in exercising a right does not waive it. If any provision is found invalid or unenforceable, the rest of this agreement is unaffected.
- 10.7 Notices must be in writing and sent to the other party's address above, or by email to the address given beneath that party's signature.
- 10.8 This agreement may be signed in any number of counterparts and by electronic signature. Each counterpart is an original, and together they form one agreement.

11 Governing law and jurisdiction

This agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Signed for and on behalf of
MOCR LIMITED

Signature	_____
Name	Tim Francis
Title	Director
Date	_____
Email for notices	enquiries@mocr.tech

Signed for and on behalf of
the Counterparty

Company	_____
Signature	_____
Name	_____
Title	_____
Date	_____
Email for notices	_____