

NON-DISCLOSURE AGREEMENT AS REFERENCED IN FIREXO LIMITED'S STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICE PROVIDERS

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Buyer: means the re-selling business (in any legal form, incorporated or unincorporated) which purchases Goods from the Company for the purpose of re-selling to end users.

Confidential Information: has the meaning given in Clause 2.

Discloser: Firexo Limited, being the party that discloses its Confidential Information, directly or indirectly, to the Recipient.

Goods: the fire extinguishing compositions invented by Firexo Group Limited (which are either protected by patents granted, or by pending patent applications, or otherwise) plus all vessels and other apparatus sold to the Buyer in relation to such compositions (and any revisions made thereto after the date of this agreement)

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Group Company: in relation to a company, any member of its Group.

Holding company: has the meaning give in Clause 1.2(e).

Party: Firexo Limited is a Party and the Buyer is a Party, together both are the Parties.

Purpose: The purpose of buying, promoting, distributing, selling or re-selling the Goods of Firexo Limited to any and all end users, wherever situated around the world (with such purpose to include any sales training and/or testing of the Goods attended by the Buyer, whether such attendance is 'in person' or 'remote')

Recipient: The Buyer, being the party that receives Confidential Information, directly or indirectly, from the Discloser and parties that receive Confidential Information from the Recipient (Representative(s)).

Representative(s): in relation to each party and any member of its Group:

a. its officers and employees that need to know the Confidential Information for the Purpose;

b. its professional advisers or consultants who are engaged to advise that party [and/or any member of its Group in connection with the Purpose;

c. its contractors and sub-contractors engaged by that party [and/or any member of its Group in connection with the Purpose; and

d. any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

Subsidiary: has the meaning given in Clause 1.2(e). 2

1.2. INTERPRETATION

(a) A reference to a statute or statutory provision is a reference to any UK statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes letter and email.

(d) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(e) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:

- i **(i)** another person (or its nominee) by way of security or in connection with the taking of security; or
- i **(ii)** its nominee.
- i **(iii)** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 CONFIDENTIAL INFORMATION

2.1. Confidential Information means all confidential information relating to the Purpose which the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or any of its Group Companies, or their Representatives, before, on or after the date of this agreement. This includes:

(a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

(b) the existence and terms of this agreement;

(c) all confidential or proprietary information relating to:

- i **(i)** the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of any of the Discloser's Group Companies; and
- i **(ii)** the operations, processes, product formulas, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or of any of the Discloser's Group Companies;
- i **(iii)** any information, findings, data or analysis derived from Confidential Information;
- ii
- iii **(iv)** any and all photographic footage (whether still, videographic or otherwise) taken by or in the possession of the Buyer which relates to Goods training and/or fire testing attended by any representative of the Buyer, either in person or remotely; and
- i **(v)** any other information that is identified as being of a confidential or proprietary nature.

i **3.1.** In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:
ii

3. CONFIDENTIALITY OBLIGATIONS

(a) keep the Confidential Information secret and confidential;

(b) not use or exploit the Confidential Information in any way except for the Purpose;

(c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement;

(d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser;

(e) not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;

(f) apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;

(g) ensure that any document or other records containing Confidential Information shall be kept at its own fully secured premises and shall not remove or allow those documents and records to be moved from those premises. **3.2.** The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

4.1. The Recipient may disclose the Confidential Information to its Representative(s), any of its Group Companies, or their Representatives on the basis that it:

4. PERMITTED DISCLOSURE

(a) informs those Representatives, Group Companies, or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and

(b) procures that those Representatives, Group Companies, or their Representatives comply with the confidentiality obligations in Clause 3.1 as if they were the Recipient and procure that any of them enters into a confidentiality agreement with the Discloser on terms equivalent to those contained in this agreement; and

(c) keeps a written record of those persons. **4.2.** The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies, or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5.1. Subject to the provisions of this Clause 5, the Recipient may disclose Confidential Information to the minimum extent required by:

5. MANDATORY DISCLOSURE

(a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;

(b) the rules of any listing authority or stock exchange on which its shares are listed or traded; or

(c) the laws or regulations of any country to which its affairs are subject. **5.2.** Before the Recipient discloses any Confidential Information pursuant to Clause 5.1 it shall, to the extent permitted by law, give the Discloser as much prior notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with Clause 5.2, the Recipient shall take into account the Discloser's requests in relation to the content of this disclosure.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall promptly:

(a) destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;

(b) erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and

(c) to the extent technically and legally practicable, erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and

(d) certify in writing to the Discloser that it has complied with the requirements of this Clause 6.1. **7.2.** Except as expressly stated in this agreement, the Discloser makes no express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

7.3. The disclosure of Confidential Information by the Discloser shall not form any offer by or representation or warranty on the part of the Discloser to enter into any further agreement with the Recipient in relation to the Purpose or for the development or supply of any products or services to which the Confidential Information relates.

7. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

7.1. The Discloser reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Discloser to the Recipient does not give the Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement. 5

8. INADEQUACY OF DAMAGES

8.1. Without prejudice to any other rights or remedies that the Discloser may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement. Accordingly, the Discloser shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement by the Recipient.

8.2. Having regard to clause 8.1, the parties also agree that the Discloser may at its sole discretion and election bring legal proceedings against the Recipient and/or any individual Representatives who have disclosed Confidential Information in breach of the obligations herein.

9. NO OBLIGATION TO CONTINUE DISCUSSIONS

Nothing in this agreement shall impose an obligation on the Discloser to continue discussions or negotiations in connection with the Purpose, or an obligation on the Discloser, or any of its Group Companies to disclose any information (whether Confidential Information or otherwise) to the Recipient.

10. ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS

10.1. If the Discloser decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient in writing immediately.

10.2. Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to Clause 10.1, each party's obligations under this agreement shall continue in full force and effect for a period of ten years from the date of this agreement.

10.3. The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

11. NO PARTNERSHIP OR AGENCY

11.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. GENERAL

12.1. Assignment and other dealings. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement. 6

12.2. Incorporation within Discloser's standard Terms and Conditions of Sale for Service Providers.

The Buyer by agreeing to the Terms and Conditions of Firexo Limited (provided from time to time on the Firexo Limited website) agrees to be bound by the terms of this Non-Disclosure Agreement.

12.3. Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.4. Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12.6 Notices

(a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 12.6(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. **12.7.** Third party rights.

12.8. Governing law. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.9. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.