CRYPTO ASSIST NON-DISCLOSURE AGREEMENT

This agreement is dated \_\_\_\_\_\_\_\_

Parties

1. \_\_\_\_\_\_\_ (trading as Crypto Assist), registered in England under company number \_\_\_\_\_, and whose registered office is at \_\_\_\_\_\_\_\_\_\_ (Crypto Assist)
2. \_\_\_\_\_\_\_\_\_\_\_ (Enquirer)

BACKGROUND

1. The Enquirer wishes to explore the possibility/suitability of retaining Crypto Assist either on its own behalf or on behalf of a third party (the “**Purpose**”). The discussions relating to the Purpose will involve the disclosure of confidential information by the Enquirer to Crypto Assist.
2. The parties have agreed to comply with this agreement in connection with the disclosure and use of such Confidential Information.
3. Confidential Information
   1. **Confidential Information** means all confidential information relating to the Purpose which Enquirer directly or indirectly discloses to Crypto Assist on or after the date of this agreement. This includes:
      1. the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
      2. all confidential or proprietary information relating to:
         1. the crypto currency, NFTs or other digital assets, business, other assets, affairs, customers, clients, suppliers or plans, intentions, or market opportunities of Enquirer or the party the Enquirer's represents; and
         2. any other information that is identified as being of a confidential or proprietary nature;
      3. but excludes any information referred to in clause 1.2.
   2. Information is not Confidential Information if:
      1. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by Crypto Assist in breach of this agreement;
      2. it was available to Crypto Assist on a non-confidential basis prior to disclosure by Enquirer;
      3. it was, is, or becomes available to Crypto Assist on a non-confidential basis from a person who, to Crypto Assist's knowledge, is not under any confidentiality obligation in respect of that information;
      4. it was lawfully in the possession of Crypto Assist before the information was disclosed by Enquirer;
      5. it is developed by or for Crypto Assist independently of the information disclosed by Enquirer; or
      6. the parties agree in writing that the information is not confidential.
4. Confidentiality obligations
   1. In return for Enquirer making Confidential Information available to Crypto Assist, Crypto Assist undertakes to Enquirer that it shall:
      1. keep the Confidential Information secret and confidential;
      2. not use or exploit the Confidential Information in any way except for the Purpose;
      3. 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.
   2. Crypto Assist shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use.
5. Permitted disclosure
   1. Crypto Assist may not disclose the Confidential Information save as strictly necessary to undertake the said discussions regarding the Purpose and (if retained) to carry out the Purpose.
6. Mandatory disclosure
   1. Subject to the provisions of clause 3 above and this clause 4, Crypto Assist may disclose Confidential Information to the minimum extent required by:
      1. an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
      2. the rules of any listing authority or stock exchange on which its shares are listed or traded; or
      3. the laws or regulations of any country to which its affairs are subject.
7. Reservation of rights and acknowledgement
   1. Enquirer reserves all rights in its Confidential Information. The disclosure of Confidential Information by Enquirer to Crypto Assist does not give Crypto Assist or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.
8. No obligation to continue discussions

Nothing in this agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose.

1. Ending discussions and duration of confidentiality obligations
   1. If Enquirer decides not to continue to be involved in the Purpose with Crypto Assist, it shall notify Crypto Assist in writing immediately.
   2. Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 7.1, each party's obligations under this agreement shall continue in full force and effect for a period of 2 years from the date of this agreement.
2. No partnership or agency
   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.
   2. **Third party rights.**

Unless it expressly states otherwise, 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.

* 1. **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.
  2. **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 has been entered into on the date stated at the beginning of it.

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| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_  for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_ |  | ....................  *Enquirer* |
| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a director, for and on behalf of \_\_\_\_\_\_\_\_ |  | ....................  *Director, Crypto-Assist* |