

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This agreement between the “*Company*” and the “*Client*” notes that the Client is prepared to supply the Company with detailed financial information in relation to the business of the organisation, provided such information is kept confidential by the Company.

The Company recognizes the critical importance of protecting the privacy of the Client and securing the confidentiality of all financial records. Employees of the Company will make all appropriate efforts to protect and secure the Client’s data and information.

It is hereby agreed, for fair and reasonable consideration, as follows:

“Confidential Information” means all information whatsoever, irrespective of the means, mode or medium of storage, representation or presentation of same together with all modifications, adaptations and derivations thereof, relating to the Client, including but not limited to:

- investigative studies, research and development activities, reports and findings, clinical trials, consultations, methodologies, proposals, systems, programs, techniques, strategies, improvements, discoveries, processes, innovations, inventions, trade secrets, technical drawings, know-how, formulae, concepts not reduced to material form, designs, plans and models, financial and marketing information and knowledge, business plans and information regarding the affairs of a Client generally, source and object code, arrangements and agreements with third parties, whether given orally, in writing or otherwise;
 - any derivations of any information or data which embodies, contains or describes the Confidential Information;
 - any other data or information designated by either the Client to be confidential or relating to the current or prospective research, activities or business of the Client;
 - Information regarding the existence or progress of any negotiations or agreement between the Company and the Client relating to the confidential Information.
1. In consideration of the Client making the Confidential Information available to the Company, the Company agrees that it will:
 - a) take such reasonable and necessary precautions as further described in the document headed ‘Bankhawk IT Security Policy’, a copy of which has been furnished to client prior to the signing hereof to keep confidential the Confidential Information supplied by the Client;

- b) not disclose the Confidential Information supplied by the Client to any third party, corporation or other person whatsoever without the written consent of the Client;
 - c) not copy, disseminate or use such Confidential Information except as expressly authorised in writing by the Client.
2. The Company agrees that the obligations of confidentiality shall not apply to that part of the Confidential Information which:
- a) at the time of disclosure is information already generally available to the public;
 - b) is independently received from a third party having a bona fide right to use/disclose it;
 - c) a Party can demonstrate by written record was developed by that Party independently of the disclosure of Confidential Information by the other Party.
3. The Company demonstrates that it has a stringent policy and procedures adequate and sufficient to protect its own confidential information from unauthorised disclosure and agrees that the Confidential Information disclosed by the Client will also be subject to that policy and procedures. The Company agrees to obligate any and all of its employees or representatives who may have access to any portion of the Confidential Information, in any form, to protect the confidential and proprietary nature of the Confidential Information.
4. The Company agrees, if so requested by the Client or automatically upon the termination of negotiations and discussions between both parties, unless otherwise agreed by the Client in writing to:
- a) forthwith return to the Client all written material, photographs and documentation obtained from the Client together with all copies and reproductions made by the Company; or
 - b) forthwith destroy all notes, memoranda and data kept in electronic form containing copies or abstracts of the information.
5. Nothing in this Agreement shall be deemed to grant the Company any licence, title or interest in respect of any intellectual property rights which does or may subsist, now or in the future, in the Confidential Information of the Client.
6. The Client acknowledges and agrees that the Confidential Information is disclosed to the Company in good faith in accordance with this Agreement and, to the best of the Client's knowledge, is believed to be true. The Client makes no representation or warranty as to the accuracy, completeness or reliability of the Confidential Information disclosed under this Agreement.

7. This Agreement constitutes the whole Agreement and understanding between both the Company and the Client and supersedes all prior discussions between the two parties, and/or their representatives, and all representations, warranties or undertakings with respect to the subject matter of this Agreement.
8. Neither the Company nor the Client shall be entitled to assign any of its rights or obligations under this Agreement.
9. This Agreement shall be governed by and construed by the laws of the Republic of Ireland.

Signed for and on behalf of the Company

In the presence of (witness)

Brian Weakliam
Managing Director
Bankhawk Banking Advisors
Alexandra House
The Sweepstakes
Ballsbridge
Dublin 4

Name
Position

Signed for and on behalf of the Client

In the presence of (witness)

Name
Position

Name
Position