

NON-DISCLOSURE AGREEMENT

(Confidential Source Code)

STRICTLY CONFIDENTIAL

This Non-Disclosure Agreement (the “**Agreement**”) is entered into as of _____
(the “**Effective Date**”) by and between:

Disclosing Party: FXRM Services Ltd (“**Discloser**”)

Address: 74 Harwoods Road, Watford, Hertfordshire, WD18 7RE

Company Registration No: 16676788

Receiving Party: _____ (“**Recipient**”)

Address: _____

Company Registration No / ID: _____

(each a “Party” and together the “Parties”)

RECITALS

WHEREAS, the Discloser is the owner and developer of certain proprietary software, including but not limited to source code, algorithms, architectures, databases, documentation, and related intellectual property;

WHEREAS, the Recipient has requested access to review the source code of certain software developed by the Discloser for the limited purpose described herein;

WHEREAS, the Discloser is willing to disclose such Confidential Information subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 “**Confidential Information**” means all information disclosed by the Discloser to the Recipient, whether orally, in writing, electronically, or by any other means, including but not limited to: (a) source code, object code, and executable code; (b) software architecture, algorithms, data structures, and design patterns; (c) technical documentation, specifications, and development notes; (d) trade secrets, know-how, and proprietary methodologies; (e) business information, customer lists, pricing, and financial data; (f) any copies, reproductions, summaries, analyses, or derivative works of any of the foregoing; and (g) the existence and terms of this Agreement.

1.2 Confidential Information shall not include information that: (a) was already known to the Recipient prior to disclosure, as demonstrated by written records; (b) is or becomes publicly available through no fault of the Recipient; (c) is independently developed by the Recipient without use of or reference to the Confidential Information, as demonstrated by written records; or (d) is lawfully received from a third party without restriction on disclosure and without breach of this Agreement.

2. OBLIGATIONS OF THE RECIPIENT

2.1 The Recipient shall hold all Confidential Information in the strictest confidence and shall not, without the prior written consent of the Discloser, disclose, publish, or otherwise reveal any Confidential Information to any third party.

2.2 The Recipient shall use the Confidential Information solely for the purpose of reviewing and evaluating the source code as agreed between the Parties (the "Permitted Purpose") and for no other purpose whatsoever.

2.3 The Recipient shall not copy, reproduce, modify, decompile, reverse engineer, disassemble, or create derivative works from the Confidential Information, in whole or in part, without the prior written consent of the Discloser.

2.4 The Recipient shall restrict access to the Confidential Information to only those employees, agents, or advisors who: (a) have a legitimate need to know for the Permitted Purpose; (b) have been informed of the confidential nature of the information; and (c) are bound by written confidentiality obligations no less restrictive than those contained herein.

2.5 The Recipient shall implement and maintain appropriate technical and organisational security measures to protect the Confidential Information from unauthorised access, disclosure, copying, use, or modification, including but not limited to: encrypted storage, access logging, secure workstation policies, and restricted network access.

2.6 The Recipient shall not upload, transmit, or store the Confidential Information on any cloud-based service, public repository, shared drive, or any system accessible by unauthorised persons without the prior written consent of the Discloser.

2.7 The Recipient shall promptly notify the Discloser in writing of any unauthorised access, disclosure, or use of the Confidential Information of which the Recipient becomes aware.

3. EXPRESSLY PROHIBITED ACTIONS

Without limiting the generality of Section 2, the Recipient shall NOT:

3.1 Share, distribute, email, upload, or otherwise transmit the source code or any portion thereof to any person or entity not expressly authorised under this Agreement;

3.2 Incorporate any part of the Confidential Information into the Recipient's own products, services, or software, or those of any third party;

3.3 Use the Confidential Information to develop, enhance, or contribute to any competing product or service;

3.4 Photograph, screenshot, screen-record, or otherwise capture visual representations of the Confidential Information;

3.5 Discuss, describe, or otherwise communicate the substance or details of the Confidential Information with any person not authorised under this Agreement;

3.6 Attempt to circumvent, remove, or disable any security measures, access controls, watermarks, or tracking mechanisms applied to the Confidential Information;

3.7 Use any automated tools, scripts, or software to extract, scrape, index, or analyse the Confidential Information;

3.8 Retain any copies of the Confidential Information beyond the period specified in this Agreement.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) years from the date of last disclosure of Confidential Information, unless terminated earlier by the Discloser.

4.2 The Discloser may terminate this Agreement at any time and for any reason upon written notice to the Recipient.

4.3 Upon termination or expiration of this Agreement, or upon written request by the Discloser, the Recipient shall: (a) immediately cease all use of the Confidential Information; (b) return or destroy all copies, reproductions, and materials containing Confidential Information within five (5) business days; and (c) provide written certification of such return or destruction signed by an authorised officer of the Recipient.

4.4 The obligations of confidentiality under this Agreement shall survive termination and continue to bind the Recipient for a period of ten (10) years from the date of termination.

5. REMEDIES AND PENALTIES

5.1 The Recipient acknowledges and agrees that a breach or threatened breach of this Agreement would cause **irreparable harm** to the Discloser for which monetary damages alone would be inadequate. Accordingly, the Discloser shall be entitled to seek injunctive relief, specific performance, and other equitable remedies in addition to any other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond.

5.2 **Liquidated Damages:** In the event of any breach of this Agreement by the Recipient, the Recipient shall pay to the Discloser, as liquidated damages and not as a penalty, a minimum sum of **£_50,000.00_ (Fifty Thousand pounds sterling)** per occurrence of breach, or the actual damages suffered by the Discloser, whichever is greater. The Parties acknowledge that this sum represents a genuine pre-estimate of the Discloser's minimum loss and is not intended as a penalty.

5.3 The Recipient shall indemnify and hold harmless the Discloser from and against all losses, damages, costs, expenses (including reasonable legal fees on a full indemnity basis), claims, and liabilities arising out of or in connection with any breach of this Agreement by the Recipient or any person to whom the Recipient has disclosed Confidential Information.

5.4 The Recipient shall be liable for any breach of this Agreement by any of its employees, agents, advisors, or any other person who gains access to the Confidential Information through the Recipient, whether or not such breach was authorised by the Recipient.

5.5 No failure or delay by the Discloser in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise of any right or remedy.

6. INTELLECTUAL PROPERTY

6.1 All Confidential Information, including all intellectual property rights therein, shall remain the exclusive property of the Discloser. Nothing in this Agreement grants the Recipient any licence, right, title, or interest in or to the Confidential Information except the limited right to review the same for the Permitted Purpose.

6.2 The Recipient hereby assigns to the Discloser all right, title, and interest in any improvements, modifications, or derivative works based on the Confidential Information that may be created by the Recipient in breach of this Agreement.

7. AUDIT RIGHTS

7.1 The Discloser shall have the right, upon reasonable notice, to audit and inspect the Recipient's systems, records, and premises to verify compliance with this Agreement. The Recipient shall cooperate fully with any such audit.

7.2 If an audit reveals any breach of this Agreement, the Recipient shall bear all reasonable costs and expenses of the audit in addition to any other remedies available to the Discloser.

8. GENERAL PROVISIONS

8.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements in respect of the same.

8.2 This Agreement may not be amended or modified except by a written instrument signed by both Parties.

8.3 The Recipient may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Discloser.

8.4 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

8.5 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

8.6 Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by recorded delivery post, or sent by email with confirmed receipt to the addresses set out above.

8.7 No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the date first written above.

FOR AND ON BEHALF OF THE DISCLOSER:

Signature

Print Name

Title / Position

Date

FOR AND ON BEHALF OF THE RECIPIENT:

Signature

Print Name

Title / Position

Date

WITNESS (Optional):

Witness Signature

Witness Name

Date
