

SOURCE CODE ACCESS LICENCE

(Restricted Review-Only Licence)

PROPRIETARY AND CONFIDENTIAL — NOT FOR DISTRIBUTION

This Source Code Access Licence (the “**Licence**”) is entered into as of _____
(the “**Effective Date**”) by and between:

Licensor: FXRM Services Ltd (“**Licensor**”)

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

Company Registration No: 16676788

Licensee: _____ (“**Licensee**”)

Address: _____

Company Registration No / ID: _____

RECITALS

WHEREAS, the Licensor is the sole owner and developer of certain proprietary software plugin(s) as described in Schedule 1 attached hereto (the “**Software**”);

WHEREAS, the Licensee has requested access to the source code of the Software for the purpose of review, verification, or evaluation;

WHEREAS, the Licensor is willing to grant such access subject to strict terms and conditions;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

“**Source Code**” means the human-readable form of the Software, including all files, scripts, configuration files, comments, documentation embedded within the code, database schemas, and any related materials provided by the Licensor under this Licence.

“**Access Period**” means the period commencing on the Effective Date and ending on _____ (or such earlier date as this Licence may be terminated), being a maximum period of _____ days.

“**Permitted Purpose**” means solely the review and evaluation of the Source Code for the purpose of: The review and verification of the Software's security practices, code quality, and adherence to industry standards, solely for the purpose of satisfying the Licensee's internal due diligence requirements.

“Authorised Personnel” means only those individuals listed in Schedule 2 who have been approved in writing by the Licensor to access the Source Code.

“Secure Environment” means a controlled computing environment that meets the security requirements set out in Schedule 3.

2. GRANT OF LICENCE

2.1 Subject to the terms and conditions of this Licence and the accompanying NDA, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to access and review the Source Code solely for the Permitted Purpose during the Access Period.

2.2 This Licence grants **review-only access**. No rights are granted to compile, execute, deploy, modify, adapt, translate, or create derivative works from the Source Code.

2.3 The Licensor reserves all rights not expressly granted in this Licence. No implied licences are granted by estoppel, implication, exhaustion, or otherwise.

2.4 This Licence does not constitute a sale, assignment, or transfer of any intellectual property rights in the Source Code.

3. ACCESS CONDITIONS AND RESTRICTIONS

3.1 The Source Code shall be accessed only by Authorised Personnel, only within the Secure Environment, and only during the Access Period.

3.2 The Licensee shall ensure that all Authorised Personnel have executed individual confidentiality undertakings in the form set out in Schedule 4 prior to accessing the Source Code.

3.3 The Source Code shall not be:

(a) copied, reproduced, or duplicated in any form, whether digital or physical, except as expressly permitted by the Licensor in writing;

(b) transferred, transmitted, uploaded, emailed, or otherwise communicated to any person, system, or location not expressly authorised under this Licence;

(c) stored on any portable media, cloud service, external drive, or any system not forming part of the Secure Environment;

(d) subjected to any form of automated analysis, machine learning training, code scanning, static analysis, or similar automated processing;

(e) used as the basis for developing, improving, or enhancing any software, whether or not competing with the Software;

(f) decompiled, disassembled, reverse engineered, or subjected to any process intended to derive algorithms, methods, or techniques from the Source Code;

(g) photographed, screenshot, screen-recorded, printed, or otherwise captured in any visual or electronic form;

(h) discussed, described, or communicated in substance to any person who is not Authorised Personnel.

4. SECURITY REQUIREMENTS

4.1 The Licensee shall implement and maintain all security measures described in Schedule 3, including as a minimum:

(a) Air-gapped or network-restricted workstations with no internet access during Source Code review sessions;

(b) Disabled USB ports, removable media, and screenshot/screen-capture capabilities on review workstations;

(c) Full audit logging of all access to the Source Code, including timestamps, user identity, and actions performed;

(d) Physical access controls to the review location, including locked rooms and visitor logs;

(e) Encryption of any authorised copies at rest using AES-256 or equivalent.

4.2 The Licensor may, at its sole discretion, provide the Source Code via a secure, monitored portal or virtual environment rather than providing physical or downloadable copies. In such case, the Licensee shall comply with all access protocols specified by the Licensor.

4.3 The Licensor reserves the right to embed watermarks, tracking identifiers, canary tokens, or other monitoring mechanisms within the Source Code. The Licensee shall not attempt to remove, alter, or circumvent any such mechanisms.

5. INTELLECTUAL PROPERTY AND OWNERSHIP

5.1 The Source Code and all intellectual property rights therein (including copyright, trade secrets, patents, and database rights) are and shall remain the exclusive property of the Licensor.

5.2 The Licensee acquires no ownership interest in the Source Code by virtue of this Licence.

5.3 The Licensee shall not file any patent, trademark, copyright, or other intellectual property application based on or derived from the Source Code or any part thereof.

5.4 Any notes, analyses, summaries, or materials created by the Licensee based on review of the Source Code shall be deemed Confidential Information of the Licensor and subject to all restrictions of this Licence and the accompanying NDA.

6. TERM AND TERMINATION

6.1 This Licence shall be effective for the Access Period only and shall automatically terminate at the end of the Access Period.

6.2 The Licensor may terminate this Licence immediately upon written notice to the Licensee at any time and for any reason, including without cause.

6.3 Upon termination or expiration of this Licence:

- (a) All access to the Source Code shall immediately cease;
- (b) The Licensee shall return or securely destroy all copies of the Source Code and any materials derived therefrom within forty-eight (48) hours;
- (c) The Licensee shall provide a signed certificate of destruction from an authorised officer confirming complete deletion from all systems, backups, and storage media;
- (d) The Licensor may conduct a verification audit at the Licensee's expense to confirm compliance.

6.4 Sections 5, 7, 8, 9, 10, and 11 shall survive termination of this Licence.

7. BREACH, PENALTIES, AND REMEDIES

7.1 The Licensee acknowledges that the Source Code constitutes **highly valuable trade secrets and proprietary information** of the Licensor, the unauthorised disclosure or use of which would cause severe and irreparable commercial harm.

7.2 Liquidated Damages for Breach: In the event of any breach of this Licence, the Licensee shall pay to the Licensor liquidated damages in the amount of **£50,000 (Fifty Thousand pounds sterling)** per individual breach occurrence, subject to a minimum aggregate liability of **£250,000 (Two Hundred and Fifty Thousand pounds sterling)**. The Parties agree this represents a genuine pre-estimate of the Licensor's minimum loss.

7.3 Enhanced Damages for Wilful Breach: In the event of any wilful, deliberate, or reckless breach (including but not limited to unauthorised distribution, commercial exploitation, or use for competitive purposes), the Licensee shall pay enhanced liquidated damages of **three (3) times** the standard liquidated damages amount, in addition to all actual damages, lost profits, and consequential losses suffered by the Licensor.

7.4 The Licensor shall be entitled to seek and obtain immediate injunctive relief, including ex parte interim injunctions, without the necessity of proving actual damages or posting any bond or security.

7.5 The Licensee shall indemnify the Licensor on a full indemnity basis against all losses, damages, costs (including legal fees and expenses), claims, and liabilities arising from any breach of this Licence, whether by the Licensee, its Authorised Personnel, or any third party who gains access through the Licensee.

7.6 The Licensee shall be jointly and severally liable with any Authorised Personnel who breaches the terms of this Licence.

7.7 In the event of breach, the Licensor shall be entitled to recover all reasonable costs of investigation, forensic analysis, and enforcement, in addition to any damages or other remedies.

7.8 The rights and remedies of the Licensor under this Licence are cumulative and not exclusive of any rights or remedies provided by law.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Licensee represents and warrants that:

- (a) It has full power and authority to enter into and perform its obligations under this Licence;
- (b) It shall comply with all applicable laws and regulations in connection with its receipt of and access to the Source Code;
- (c) It has no present intention to use the Source Code for any purpose other than the Permitted Purpose;
- (d) It shall notify the Licensor immediately upon becoming aware of any actual or suspected breach;
- (e) All information provided by the Licensee in connection with this Licence is true, accurate, and complete.

9. DISCLAIMER

9.1 The Source Code is provided “AS IS” for review purposes only. The Licensor makes no representations or warranties, express or implied, regarding the Source Code, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

9.2 The Licensor shall not be liable for any loss or damage arising from the Licensee’s review of the Source Code.

10. GOVERNING LAW AND JURISDICTION

10.1 This Licence shall be governed by and construed in accordance with the laws of England and Wales.

10.2 The Parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising under or in connection with this Licence.

10.3 Nothing in this clause shall prevent the Licensor from seeking injunctive or other interim relief in any court of competent jurisdiction.

11. GENERAL PROVISIONS

11.1 This Licence, together with the accompanying NDA and any Schedules, constitutes the entire agreement between the Parties in respect of the subject matter hereof.

11.2 This Licence may not be amended except in writing signed by both Parties.

11.3 The Licensee may not assign, transfer, or sublicense any rights under this Licence without the prior written consent of the Licensor.

11.4 If any provision of this Licence is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 A waiver of any breach shall not constitute a waiver of any subsequent breach.

11.6 This Licence may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF

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

FOR AND ON BEHALF OF THE LICENSOR:

Signature

Print Name

Title / Position

Date

FOR AND ON BEHALF OF THE LICENSEE:

Signature

Print Name

Title / Position

Date

SCHEDULE 1 — SOFTWARE DESCRIPTION

Plugin Name: _____

Version: _____

Description: _____

Files / Modules Included: _____

SCHEDULE 2 — AUTHORISED PERSONNEL

The following individuals are authorised to access the Source Code under this Licence:

1. Name: _____ Role: _____

i. Email: _____

2. Name: _____ Role: _____

i. Email: _____

3. Name: _____ Role: _____

i. Email: _____

No other individuals may access the Source Code without prior written approval from the Licensor.

SCHEDULE 3 — SECURITY REQUIREMENTS

The Licensee shall maintain the following minimum security measures:

1. Dedicated review workstation with no internet connectivity during review sessions

2. All USB, removable media, and screen capture functionality disabled

3. Access logging with tamper-evident audit trails

4. Physical access controls: locked room, no mobile devices permitted

5. AES-256 encryption for any authorised stored copies

6. Additional requirements (specify): _____

SCHEDULE 4 — INDIVIDUAL CONFIDENTIALITY UNDERTAKING

I, the undersigned, hereby acknowledge that I have read and understood the terms of the Source Code Access Licence dated _____ between the Licensor and the Licensee, and the accompanying Non-Disclosure Agreement. I personally undertake to comply with all obligations and restrictions set forth therein. I understand that any breach by me may result in personal liability and legal action.

Signature

Print Name

Position / Role

Date