



ENGINEER MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made on the day of sign up/ connection ("Effective Date") by and between **ITARMI UK LIMITED**, a company registered in England and Wales with company number 09844175, with registered office at First Floor Manor House Church Street Leatherhead Surrey KT22 8DN, United Kingdom ("Company"), and, **the ENGINEER**, an individual residing at the address provided upon registration on Podion ("Business Associate"), each a "**Party**".

Company and Business Associate are evaluating or pursuing a potential business relationship and certain transactions between them ("**Permitted Use**"), in connection with which each Party may wish to share certain Confidential Information ("**CI**") with the other Party on the terms and conditions provided herein. For each piece of information made available hereunder, the Party making such information available will be referred to as "**Discloser**" and the other Party as "**Recipient**." In consideration of the promises contained herein, and other considerations, the Company and Business Associate agree to the terms set out in this Agreement.

1. **Confidential Information.** CI as used in this Agreement will mean all information, regardless of the form or manner in which it is disclosed, relating to the Discloser's business, locations, operations, products, systems, services, and/or to discussions, negotiations, agreements between the parties, including, without limitation:
 - a) proprietary information, technologies, know-how, processes, software and related documents, research, design details, specifications, and other information related to the current, future and proposed products and services of the Discloser.
 - b) analyses, projections, statistics, forecasts, and other financial and accounts information.
 - c) customer lists and other customer information, sources of supply, sales, product, and marketing data and plans, business plans and models, and personnel and shareholder data; and
 - d) any other confidential or proprietary information relating to the Discloser's business or operations, or information designated as confidential or proprietary, or which the other Party knew, or ought reasonably to have known, was the CI of the other Party.

CI will also be deemed to include all copies or records of CI in whatever form, including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording information which contains, reflects or is derived or generated from any CI (each, a **Copy**).

2. **Obligations of Recipient.** The Recipient will:
 - a) use CI solely for the Permitted Use.
 - b) hold the CI in strict confidence and not disclose any CI to any third party without the prior written approval of the Discloser, such approval not to be unreasonably withheld or delayed.
 - c) limit access to the CI to its employees and authorised agents and professional advisors ("**Representatives**") that have a need to know such information and have agreed to be bound by the terms hereof.
 - d) protect the CI with the same degree of care as it uses to protect its own CI, but in any event at least reasonable care.
 - e) not produce a Copy of any CI except as required for the Permitted Use and will ensure that any Copy contains the same confidential and/or proprietary notices or legends that appear on the original.
 - f) immediately give notice to the Discloser of any loss or unauthorised use or disclosure of CI and fully assist the Discloser in remedying the same.
 - g) not modify, reverse engineer, decompile, disassemble or create other works from any software programs of the other Party.
3. **Exclusions.** The obligations under this Agreement in respect of the Discloser's CI do not apply to information that the Recipient can demonstrate:
 - a) is or becomes publicly disclosed or available with no breach hereof by or on behalf of the Recipient or its Representatives.
 - b) from its written records was previously in the Recipient's possession or was received by the Recipient from a third party, in either case, with no obligation to maintain confidentiality.



- c) from its written records was developed by employees and/or Representatives of the Recipient independently of, and without any reference to, any CI of the Discloser.
4. **Required Disclosure of CI.** The Recipient may disclose the other Party's CI to the extent required by, and solely for the purposes of, a valid order of a competent court or governmental body having jurisdiction, provided that the Recipient will provide the Discloser, if legally permitted to do so, with prompt notice of such requirement and, on request from the Discloser, will reasonably assist the Discloser (at the Discloser's reasonable expense) in seeking a protective order preventing or limiting disclosure and/or requiring that the CI is only used for the law or regulation pursuant to which the order was issued.
 5. **Ownership of CI.** All CI is and will remain the sole property of the Discloser, and no licence or other rights to or in any CI or any intellectual property rights is granted or implied hereby. At the request of the Discloser, the Recipient will promptly return (or at the Discloser's option, destroy) all CI. Notwithstanding the foregoing, the Recipient may retain securely stored electronic copies of CI to the extent required by applicable law or regulation, provided that the Recipient will remain bound by the obligations of this Agreement in respect of such CI.
 6. **Disclaimer.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" FOR USE BY A PARTY AT ITS OWN RISK, WITHOUT ANY WARRANTY (EXPRESS, IMPLIED OR OTHERWISE). NO PARTY WILL HAVE ANY LIABILITY HEREUNDER RESULTING FROM THE CONTENT OR SELECTION OF ANY CONFIDENTIAL INFORMATION OR THE USE THEREOF BY EITHER PARTY.
 7. **Term; Survival.** This Agreement will continue unless terminated by either Party at any time on thirty (30) days written notice. Each Party's obligations under this Agreement will survive termination and will continue in full force and effect with respect to CI of the other Party for **five (5) years** from the date of disclosure.
 8. **No Assignment.** Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party (consent not to be unreasonably withheld).
 9. **Notices.** Any notice sent to the other Party that is required or permitted by this Agreement must be given in writing. A notice will be deemed to be given on the date of receipt if that is a business day in the Recipient's jurisdiction, otherwise the next business day. All notices must be sent by courier or by certified or registered mail to the other Party's registered office and, in any such case, with written verification of receipt.
 10. **Governing Law; Jurisdiction.** This Agreement and any matters rising from it or any Party's CI will be governed in all respects by the laws of England and Wales, without giving effect to choice of law principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the courts in England and Wales for any matters arising from this Agreement or any Party's CI.
 11. **Injunctive Relief.** Without limiting any other available remedies at law or in equity, each Party acknowledges and agrees that (i) a breach of this Agreement may result in irreparable and continuing damage to the other Party for which monetary damages may not be an adequate remedy, (ii) the Discloser will be entitled to seek injunctive relief and/or a decree for specific performance **without the requirement to post any bond or other security**, and such other relief as may be granted by a competent court, and (iii) **the breaching Party shall be liable for all reasonable legal costs and expenses incurred by the non-breaching Party in enforcing this Agreement.**
 12. **Non-Solicitation.**
 - a) During the term of this Agreement and for a period of **twelve (12) months** following its termination or expiry (the "Restricted Period"), the Business Associate shall not, directly or indirectly, without the prior written consent of the Company:
 - (i) solicit, approach, or endeavour to entice away from the Company any person who is, or was during the twelve (12) months immediately preceding the date of termination, an employee, contractor, consultant, or agent of the Company with whom the Business Associate had contact or became aware of in connection with the Permitted Use;
 - (ii) solicit, canvass, approach, or accept business from any client, customer, or prospective client or customer of the Company with whom the Business Associate had contact or became aware of in connection with the Permitted Use, for the purpose of offering goods or services that compete with or are similar to those of the Company; or
 - (iii) otherwise interfere with the business relationships of the Company.



- b) The Business Associate acknowledges that the restrictions in this clause are reasonable and necessary to protect the legitimate business interests of the Company, having regard to the nature of the Confidential Information disclosed hereunder.
- c) If any restriction in this clause is found to be unenforceable as to duration, scope, or geography, it shall be modified to the minimum extent necessary to make it enforceable, and the remainder shall continue in full force and effect.

13. **Agreement to Terms.** By registering on the Podion App and accepting the Terms and Conditions, the Engineer acknowledges and agrees to be bound by this Non-Disclosure Agreement. Registration for or continued use of the Podion App constitutes the Engineer's digital acceptance of, and binding agreement to, this NDA and all related terms, policies, and obligations. Such digital acceptance shall have the same force and effect as a written signature.

14. **Miscellaneous.**

- a) If any provision of this Agreement is held to be invalid or unenforceable, the other provisions will remain enforceable and the invalid or unenforceable provisions will be modified to the maximum extent possible by law so as preserve validity and/or enforceability of that provision.
- b) Any delay in enforcing this Agreement will not constitute a waiver of any breach of this Agreement. Any waiver of a breach of this Agreement will not operate or be construed as a waiver of either any subsequent breach or any other breach of this Agreement.
- c) This Agreement constitutes the entire agreement with respect to its subject matter and it supersedes all other terms or agreements concerning the same. Any variation of this Agreement must be made in writing and signed by both Parties.
- d) The Parties are independent. Nothing in this Agreement or any disclosure of CI will create or be deemed to create any employment, partnership, joint venture or agency between the Parties or any obligation to enter into any further Agreement.

IN WITNESS WHEREOF, this Agreement is deemed duly executed and effective as of the date the Engineer digitally accepts the Engineer Terms and Conditions on the Podion App during registration.

Signed by Brett Riley, CEO

On behalf of ITARMI UK LIMITED

Signed by:

On behalf of the Engineer/Business Associate