

## **GENERAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

*Version: V1.0 - 2025*

This GENERAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("**Agreement**") is publicly posted by **T. A. SAVERY & CO LIMITED** ("**Disclosing Party**") and applies to any visitor and/or recipient ("**Receiving Party**"), hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

### **STATEMENT**

By accessing corporate emails (containing embedded links to dedicated official websites) or by directly accessing any such official websites of **T. A. SAVERY & CO LIMITED**, You and Your **Esteemed Company** hereby represents and warrants that it:

- (a) has read and fully understood the entire content of this Agreement;
- (b) acknowledges that any subsequent access to or receipt of Confidential Information (as defined in Clause 1) from **T. A. SAVERY & CO LIMITED** constitutes its irrevocable and unconditional acceptance to be bound by this Agreement;
- (c) acknowledges that all prior access or receipt of such information was subject to Confidentiality obligations substantially equivalent in nature and scope to those set forth herein, which are hereby formalized and consolidated in this Agreement;
- (d) in the absence of such intention, shall immediately delete all corporate emails, browsing records of such dedicated websites, and any Confidential Information accessed or received without retaining any copies;
- (e) acknowledges that any unauthorized access, possession or use of Confidential Information without being bound by this Agreement constitutes an unlawful act;
- (f) undertakes not to dispute the validity or enforceability of this Statement in any manner.

### **WHEREAS**

the Disclosing Party may disclose or have disclosed certain Confidential Information belonging to it or under its control for specific business purposes ("**Purpose**"), and the Receiving Party undertakes not to use or disclose any such Confidential Information unless specified or authorized hereinto.

#### **1. DEFINITION.** As used herein, "**Confidential Information**" includes:

Any non-public information owned or held by the Disclosing Party, whether already disclosed or to be disclosed to the Receiving Party, irrespective of –

- (i) its subject matter (technical, industrial, financial, commercial, legal, etc.);
- (ii) its nature (know-how, methods, processes, unpatented innovation, designs, data, strategy, business plans, analyses, reports, pricing, suppliers and customers information, software, prototypes, technical documentation, samples, personal data, etc.);
- (iii) the means of its communication (whether written, oral, visual including during facility visit, or electronic including via networks and/or email);
- (iv) the form or medium of such information (written or printed documents, electronic, magnetic or digital formats, samples, drawings, etc.);
- (v) its designation as being of a Confidential nature marked by the Disclosing Party; and
- (vi) any studies, reports, results, notes, memoranda or other work-product of the Receiving Party that contain, reflect or are derived from the Disclosing Party's Confidential Information.

The above description shall not be construed as an exhaustive list of all Confidential Information under this Agreement. It is acknowledged and agreed that any Confidential Information, whether already disclosed or to be disclosed: (a) has been developed by the Disclosing Party and/or its Affiliates through significant time, effort, and financial investment; (b) possesses independent economic and commercial

value; (c) is not readily known or ascertainable by third parties, and; (d) has been subject to reasonable efforts to maintain its Confidentiality. To protect such Confidential Information, all restrictions and obligations set forth hereinafter are recognized as reasonable and necessary.

As used herein, the "**Disclosing Party**" or "**Receiving Party**" include any Affiliate (as defined below) of such Party. "**Affiliate**" means, with respect to any Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, including without limitation its parent companies, subsidiaries, sister companies, and any other entity under common ownership or effective control with such Party or its ultimate parent company. For the purposes of this definition, "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of more than fifty percent (50%) of the voting securities, by contract, or otherwise.

"**Representative**" means, in relation to a Party, any director, officer, employee, agent, advisor, consultant, auditor, or other authorized person acting on behalf of that Party or any of its Affiliates, provided that such person is not a competitor of the other Party. For the avoidance of doubt, a "**Representative**" shall be deemed to include any individual who has access to Confidential Information in the course of fulfilling a function on behalf of the Party or its Affiliates.

**2. EXCLUSIONS.** Confidential Information shall exclude information that:

- (i) was received from a third party provided that the Receiving Party may reasonably believe such third party lawfully possesses such information and is not bound by a confidentiality agreement or other obligation of secrecy with respect to such information; or
- (ii) was approved for public release by written authorization of the Disclosing Party; or
- (iii) was in the general public domain at the time of disclosure or, thereafter comes into the public domain other than as a result of the Receiving Party's breach of its obligations under this Agreement.
- (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

**3. OWNERSHIP OF CONFIDENTIAL INFORMATION.** The Receiving Party agrees that all Confidential Information accessed or received from the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party and that nothing contained herein shall be construed as granting the Receiving Party any ownership or proprietary rights in such Confidential Information.

Unless expressly specified or authorized in advance by the Disclosing Party, any reverse engineering, decompiling, disassembling, decoding, translating, copying, modifying, distributing, publishing, creating derivative works from, transmitting, storing, or otherwise exploiting any Confidential Information, whether manually or through automated means, in whole or in part, is strictly prohibited.

**4. HANDLING OF CONFIDENTIAL INFORMATION.** The Receiving Party shall hold all Confidential Information in strict confidence and use it solely for the Purpose for which it is (to be) disclosed, under any circumstances, that said, such use shall not extend beyond the Purpose. The Receiving Party shall exercise the same or a greater degree of care in safeguarding the Confidential Information as it applies to its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care.

Disclosure of Confidential Information shall be limited to the Receiving Party's Representatives who strictly require access for the Purpose. The Receiving Party shall ensure that such Representatives are bound by Confidentiality obligations no less stringent than those set out in this Agreement and shall, upon the Disclosing Party's request, provide a list of their names and roles. The Parties shall comply with all applicable data protection and privacy legislation, e.g. the UK GDPR and Data Protection Act 2018.

The Receiving Party shall not, directly or indirectly, use any Confidential Information to develop, promote, or engage in any business activities that are in competition with those of the Disclosing Party or any of its

Affiliates.

The Receiving Party agrees that it shall not, directly or indirectly, solicit, entice, or induce any employee or consultant, or contractor of the Disclosing Party who has been involved in the Purpose, to terminate or alter their engagement, or to accept employment, engagement, or consultancy with the Receiving Party or any of its Affiliates.

The Disclosing Party reserves the right, upon reasonable prior notice, to audit the Receiving Party's handling, storage, and protection of the Confidential Information to verify compliance with this Agreement. The Receiving Party shall fully cooperate with such audit, and shall provide reasonable access to relevant IT systems, logs, storage environment, and personnel as necessary for this purpose.

**5. LEGALLY REQUIRED DISCLOSING.** In the event that the Receiving Party or any of its Representatives become legally compelled to disclose any Confidential Information as required by statute, regulation, courts order, or other regulatory authorities, the Receiving Party shall, where legally permitted, promptly notify the Disclosing Party in writing of any such request and shall not respond to or cooperate with any disclosure request until such notice has been given, unless prohibited by law. The Receiving Party shall make reasonable efforts to cooperate with the Disclosing Party in seeking a protective order, confidential treatment, or other appropriate remedy. In any case, the Receiving Party shall disclose only that portion of the Confidential Information which is legally required and take all reasonable steps to ensure its continued protection.

**6. NO WARRANTIES/LIABILITIES.** All Confidential Information is provided on an "as is" basis. To the extent permitted by applicable law, the Disclosing Party makes no representations or warranties, express or implied, as to the accuracy, completeness or fitness for any particular purpose of the Confidential Information. The Disclosing Party and its Affiliates shall have no liability whatsoever for any loss, damage, or claim arising out of or in connection with the use of, or reliance upon, the Confidential Information by the Receiving Party or its Representatives. Nothing in this Clause shall exclude or limit liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) intentional or grossly negligent damage to property; or (d) where liability may not be excluded under applicable law. This Clause shall not affect any warranties expressly agreed in any subsequent written agreement between the Parties where the Confidential Information forms part of a deliverable or subject matter.

**7. INDEMNITY.** The Receiving Party acknowledges that any unauthorized disclosure or misuse of Confidential Information, including any use beyond the scope permitted in Clause 4, may cause irreparable harm to the Disclosing Party. Accordingly, the Disclosing Party shall be entitled to seek immediate injunctive relief, including interim relief, specific performance, or other equitable remedies as appropriate, without the need to prove actual damages or to post any form of security.

The Parties further agree that, given the proprietary and sensitive nature of the Confidential Information, monetary damages alone may be inadequate. Therefore, the arbitral tribunal referred to in Clause 12 shall have full authority to grant any equitable relief, including injunctions and specific performance.

In the event of a breach of this Agreement or applicable law by the Receiving Party (a "**Default**"), the Receiving Party shall indemnify and hold harmless the Disclosing Party and its Affiliates from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising from or in connection with such Default. Each Party shall use commercially reasonable efforts to mitigate any losses or damages borne by itself or its Affiliates arising from the other Party's Default.

The Receiving Party shall be fully responsible for any breach of this Agreement by its Affiliates or Representatives and shall remain liable for all resulting losses or damages. The Indemnity obligations set forth herein shall survive, to the fullest extent permitted by applicable law.

**8. RETURN OF CONFIDENTIAL INFORMATION.** Upon written request by the Disclosing Party or in any event upon termination of this Agreement, the Receiving Party shall, within a reasonable time specified by the Disclosing Party, return all tangible forms of the Confidential Information and securely delete or destroy all intangible forms, including electronic data and backup copies, in accordance with recognized industry standards (such as ISO/IEC 27040 or an equivalent framework).

The Receiving Party shall not retain any copies of the Confidential Information without the prior written consent of the Disclosing Party, except (i) where required by applicable law, regulation, administrative or court order; and (ii) solely as part of automated archiving and backup procedures ("**Retained Information**"), provided that the Receiving Party shall implement appropriate technical and organisational measures, consistent with recognized industry standards (such as ISO/IEC 27001), to ensure that any such retained information is encrypted, inaccessible, used solely for legal compliance, and remains subject to the Confidentiality obligations under this Agreement, including those set forth in Clause 9.

Upon written request by the Disclosing Party, the Receiving Party shall provide a written certification, executed by a duly authorized officer, confirming that all and any of Confidential Information has been returned or securely destroyed with no copies retained in any format. Any Confidential Information embedded and incorporated in internal work product, analyses, or compilations by the Receiving Party or its Representatives shall either be irrecoverably destroyed or retained strictly confidential in accordance with this Agreement.

**9. TERM.** This Agreement shall come in effect upon the earlier of: (a) the Receiving Party's initial access to or receipt of any Confidential Information; or (b) the Receiving Party's irrefutable confirmation of its acceptance to be bound by this Agreement pursuant to the Statement, and the Confidentiality obligations set out herein shall survive, to the fullest extent permitted by applicable law, with respect to all Confidential Information disclosed during the Term (including the information specified in Clause 8), for as long as such information retains its Confidential nature.

**10. AMENDMENT AND UPDATES.** **T. A. SAVERY & CO LIMITED** reserves the right, in its sole discretion, to amend or update this Agreement at any time, and any such amendment or updates shall become effective immediately upon Publication in its dedicated websites. The Receiving Party is responsible for regularly reviewing the published terms and shall be deemed to have accepted such amendments or updates by continued access, possession or use of any Confidential Information.

For record-keeping and transparency, the Disclosing Party maintains archives of prior versions and may make such historical records available upon legitimate request for compliance or evidentiary verification purposes.

**11. NOTICES.** All notices under this Agreement shall be made in writing and delivered by hand, courier, recorded mail, facsimile, or electronic mail. Such notice shall be deemed effective upon actual receipt by the addressed recipient or, in the case of electronic transmission, upon confirmation of delivery (including no delivery failure notification).

Each party may designate or update its contact details (including postal address, fax number, or email) in public writing. Notices sent outside of normal business hours shall be deemed received at the start of the next business day at the recipient's location.

**12. DISPUTE RESOLUTION.** Any dispute arising out of, or in connection with this Agreement, including its interpretation, shall first be referred to each Party's senior management for resolution through good faith negotiations. If no settlement is reached within thirty (30) days from the date either Party issues a written notice of dispute, either Party may submit the dispute to arbitration administered by the International Chamber of Commerce ("**ICC**") in accordance with its Rules of Arbitration (the "**ICC Rules**") in force at the time of commencement. The place of arbitration shall be London, United Kingdom. The arbitration shall be conducted in English. The tribunal shall consist of one arbitrator, unless either Party

requires by notice in writing three arbitrators, in which case such Party shall bear the additional administrative costs. The arbitral award shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction pursuant to the New York Convention (1958).

13. **NO ASSIGNMENT.** The Receiving Party may not assign, transfer, sell or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

14. **GOVERNING LAW AND LANGUAGE.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles. Nothing in this Agreement shall be construed to restrict either Party's compliance with applicable export control, data protection, or national security laws or regulations. In case of any discrepancy between versions of this Agreement in different languages, the English version shall prevail.

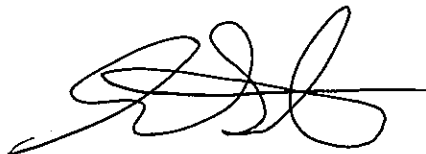
15. **OTHER AGREEMENTS.** Nothing in this Agreement shall (a) obligate either Party to enter into any further agreement or transaction; (b) restrict either Party from engaging with any third party; or (c) create any partnership, joint venture, agency, or other business relationship between the Parties. The disclosure of Confidential Information shall not be interpreted as a commitment to disclose any specific type of information.

16. **SEVERABILITY.** Should a provision in this Agreement be held to be invalid, illegal, or unenforceable, the Parties agree to replace any such provision with a legally enforceable one that most closely reflects the original intent, and the remaining provisions shall remain in full force and effect.

17. **NO WAIVER.** No failure or delay by **T. A. SAVERY & CO LIMITED** in exercising any right under this Agreement shall constitute a waiver of such right, nor shall any partial exercise preclude any further or future exercise of that or any other right.

**T. A. SAVERY & CO LIMITED** hereby affirms that all Confidential Information already disclosed or to be disclosed by it or on its behalf, whether pursuant to a signed instrument or otherwise, has been consistently intended to be protected under Confidentiality obligations. This Agreement serves to reaffirm such Confidentiality obligations and to establish public clarity. All eligible visitors and/or recipients of Confidential Information, whether past or present, are hereby reminded of their continuing duties of non-disclosure from the time of initial access or receipt.

**T. A. SAVERY & CO LIMITED**



By SULAKHAN SAHOTA

Title DIRECTOR

----- END OF AGREEMENT -----