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Dated 2014

NON-DISCLOSURE AGREEMENT

POST OFFICE LIMITED and  
PROFESSOR KRAMER

THIS AGREEMENT dated

2014 is made

BETWEEN:-

- (1) POST OFFICE LIMITED (Company No 02154540) whose registered office is at 148 Old Street, London, EC1V 9HR ("POL"); and
- (2) I C Consultants Limited (Company No 2478877) 58 Prince's Gate, Exhibition Road, London, SW7 2PG (the "Expert").

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement the following terms have the following meanings:-

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|----------------------------|---|
| "POL Information"          | all data and information belonging or licensed to POL; and all other proprietary or confidential information relating to the POL Software; and all other proprietary or confidential information relating to POL's business, operations, technology and processes which is owned by, licensed to or in the possession of POL.   |
| "Confidential Information" | the POL Information, the Purpose and this Agreement and any and all information relating to the Purpose and the POL Software which has been, is now or is at any time after the date of this Agreement disclosed by POL, its Representatives or by a third party (including without limitation Fujitsu) who holds POL Information or information relating to the POL Software, to or made available to the Expert, its Representatives, or to any other person at the request of the Expert (including accounts, business plans, financial projection, data, technical information, know-how, formulae, processes, intellectual property rights, client lists, actual or prospective sales contacts, photographs, drawings, specifications, software programs and samples) but shall not include information which:- <ol style="list-style-type: none"><li>(a) is accessible from public sources or is or becomes generally available to third parties other than as a result of disclosure in breach of this Agreement by the Expert or its Representatives; or</li><li>(b) was available to the Expert free of any restriction as to its use or disclosure prior to it being so disclosed or made available or in the Expert's possession; or</li><li>(c) becomes available to the Expert from a source other POL or Fujitsu (or either of their Representatives), free of any obligation of confidentiality;</li><li>(d) which has been developed by or for the Expert at any time independently of the Confidential Information disclosed to it by the POL.</li></ol> |
| "POL Software"             | the software known as Horizon which is used by POL;   |
| "Purpose"                  | the Expert may be required to investigate and report on the POL Software in accordance with a letter of instruction issued by POL or its  |

Representatives; and  
"Representative" in relation to any party, any professional adviser including legal adviser, director, officer, permanent employee of it or consultant to it.

## 2. UNDERTAKINGS OF THE EXPERT

2.1 The Expert shall, and will procure that its Representatives shall:-

- 2.1.1 not make any announcement or publicise the Purpose (unless prior written consent is given by POL, such consent being in POL's absolute discretion);
- 2.1.2 keep secret and maintain confidential the Confidential Information (unless prior written consent is given by POL, such consent being in POL's absolute discretion);
- 2.1.3 use the Confidential Information only for the Purpose and in particular not use any of the Confidential Information for any investigation, research, development, manufacture, marketing, sale or licensing other than so far as any activity is essential for the Purpose and not to obtain a commercial, trading or any other advantage;
- 2.1.4 not copy, adapt or otherwise reproduce the Confidential Information except as strictly necessary for the purposes of the Purpose or permitted by law;
- 2.1.5 upon demand:-
  - (a) procure the return to POL of all documents and material which incorporate any Confidential Information (including copies);
  - (b) permanently expunge all Confidential Information from any computer, word processor or other similar device and any electronic storage media or other storage media into which it was programmed; and
  - (c) destroy all notes, analyses or memoranda containing or referring to Confidential Information; and
- 2.1.6 not transfer any Confidential Information outside the UK (unless prior written consent is given by POL, such consent being in POL's absolute discretion)

## 3. SECURITY ARRANGEMENTS

- 3.1 To secure the confidentiality attaching to the Confidential Information, the Expert shall:-
- 3.1.1 keep separate all the Confidential Information and all information generated by the Expert based on the Confidential Information from all documents and other records of the Expert;
  - 3.1.2 keep all the Confidential Information and any copies of it at the Expert's premises in secure storage and/or in locked premises;
  - 3.1.3 not use, copy, photocopy, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and

- 3.1.4 not allow access to or disclose the Confidential Information by or to any person except to such Representatives who have a need to know but only insofar and to the extent absolutely necessary or required or in order to fulfil the Purpose and shall inform each of such discloses of the confidential nature of the Confidential Information and of the obligations of the Expert in this respect.

4. **INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The Expert acknowledges and confirms that POL retains all intellectual property rights in the Confidential Information (including copyright or any other intellectual property right in materials produced by the Expert relating to Confidential Information) and nothing in this Agreement shall:-

- 4.1.1 be construed as granting to or conferring on the Expert any licence or other right, title or interest in the Confidential Information or under any intellectual property now or subsequently owned, licensed to or controlled by POL except as expressly stated in this Agreement; and

- 4.1.2 oblige the parties to enter into any further agreement or relationship.

5. **REMEDIES**

Without prejudice to any other rights and remedies POL may have, the Expert agrees that:-

- 5.1 the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Expert of this Agreement; and
- 5.2 the Expert agrees that POL shall be entitled without proof of special damage to the remedies of an injunction or other equitable relief including damages for any actual or threatened breach by the Expert of this Agreement.

6. **WAIVER**

- 6.1 No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.
- 6.2 No variation shall be effective, unless in writing and signed by the parties.
- 6.3 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law or in this Agreement.

7. **TERMINATION**

The Expert shall immediately cease carrying out the Purpose and return all Confidential Information to POL in compliance with clause 2.1.5 upon POL serving written notice to terminate the Purpose.

8. **NO PARTNERSHIP**

This Agreement shall not be construed to create a partnership, joint venture or the relationship of principal and agency between the parties. Neither shall one Party use the name, crest, logo or registered image of the other Party nor the name of any employee or member of staff or student of the other Party for any purpose without the express, prior written permission of the other Party.

9. **INVALIDITY**

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed

not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

10. **GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) which may arise between the parties to this Agreement in respect of its subject matter, construction, validity or performance or as to the rights and liabilities of the parties hereunder.

11. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same document, and any party may execute this Agreement by signing any one or more of such counterparts.

SIGNED by )  
for and on behalf of POST OFFICE LIMITED )

SIGNED by GRO )  
for and on behalf of IC CONSULTANTS LTD. ) GRO