

Non-Disclosure Agreement

Between:

First Party:, tax number,
with its head office at, represented herein by
....., hereinafter designated
as

and

Second Party: LEADERSHIP BUSINESS CONSULTING, tax number 80-0224004, with
its head office at Pier 1, Bay 3, San Francisco, CA 9411, represented herein by
Torben Rankine, hereinafter designated as Leadership;

and further designated, singly as Party, and jointly as Parties.

Given that is interested in applying to Start Up
Challenge, this **Non-Disclosure Agreement** shall be signed, reciprocally accepted
and governed by the following clauses:

1. Both **Parties** recognize and expressly accept that, in addition to a general
obligation of confidentiality, they must comply with the obligation of professional
confidentiality regarding all facts of which they come to have knowledge through
the said collaboration, facts that will be regarded as Confidential Information.

2. Confidential information shall be regarded as technical and non-technical
information about, including systems, programmes,
technical specifications, strategies and product plans, documents, future and
proposed technology, information on brands, services, processes, client information
and other business data not of public knowledge, all financial and strategic
information of, including, but not restricted to, financial
reports, financial forecasts and business plans and strategies. The information is

disclosed by the “*discloser*” to the “*receiver*” and may be in writing, in digital format, storage units, verbal or in any other means, and all copies arising thereof. In order to be considered Confidential Information, written information must be identified at the time of the disclosure with an appropriate legend, marking, stamp or positive written identification on the face thereof as Confidential Information. The “*receiver*” must treat information from the “*discloser*” as Confidential Information if presented in the manner outlined above. Both **Parties** shall not disclose to third parties any information deemed as know-how of the said companies and information regarded as confidential by either party. In accordance with this agreement, information protection must be applicable to all and any information belonging to the **Parties and their clients**, whether the information is in writing, in digital format, in storage units, verbal or in any other means.

3. The “*receiver*” is entitled to use the Confidential Information merely and only for internal purposes and any other use shall be only with the prior written consent of the “*discloser*”.

4. Both **Parties** may disclose the Confidential Information only to their personnel who need to access it for the purposes of the agreed collaboration. Both **Parties** shall ensure that all the respective internal and external personnel who come to participate in this collaboration shall sign a non-disclosure agreement. If one of the **Parties** is ordered to disclose information about the other **Party**, due to a judicial or government request, the former must immediately notify the latter and take reasonable measures to assist the latter in the said request and safeguard the rights of the latter before disclosing the information.

5. Documents or reports prepared through this collaboration by one of the **Parties** and delivered or revealed to the other **Party** shall be property of the former, whereby the latter cannot reproduce or copy or communicate them to third parties except by written agreement by the former.

6. When this contract terminates, for any reason, the **Parties** shall immediately return all data and information to which they had access during the respective validity period and whenever requested by one of the **Parties**.

7. Both **Parties** are responsible for notifying the other party whenever a real or potential breach of security or confidentiality is detected.

8. Although this agreement does not subject the **Parties** to any obligation to maintain their collaboration, the obligations stipulated herein shall remain applicable after termination of agreement, regardless of the cause, for a period of 2 (two) years.

9. Neither party shall be liable for special, indirect or consequential damages arising out of or in connection with this agreement, whether based on contract, tort, including negligence or otherwise.

10. In the event of litigation of claim related with this agreement, the parties shall endeavour to come to a friendly, fair and suitable solution. If a negotiated friendly solution is not achieved, either party may legally sue the other. This agreement shall be governed by, and construed in accordance with the laws of the State of California, with express waiver of any other.

11. Any amendment to the conditions and clauses of this agreement must be performed in writing, dated and signed by both **Parties**.

Signed on the _____ (DATE) _____, issued in two copies signed by all parties, one held by the First Party and the other by the Second Party.

The First Party:

The Second Party:

.....

Leadership Business Consulting

Name
Title

Torben Rankine
Country Manager

