

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is made and

entered into on the _____ day of _____ 20_____ between:

(1) **SDWAN Solutions Ltd** having its principal place of business at **3rd Floor, 70 Gracechurch Street, London EC3V 0HR, United Kingdom**; and / or **SDWAN Solutions SRL** having its principal place of business at **Avenue Fonsny 46 Box59, Brussels, 1060, BELGIUM** (collectively "**SDWAN Solutions**"); and

(2) " _____ " having its principal place of business
at _____

SDWAN Solutions and " _____ " are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

1. **The Parties** are in the process of discussing telecommunications solutions and strategies.
2. **The Parties** in the course of their cooperation with respect to the Project may each contribute certain information to the other (all such information being Confidential Information as described hereunder).
3. Each Party is interested in receiving such Confidential Information from the other Party for the purpose of forming a business relationship between the two Parties.

NOW THEREFORE, in consideration of the disclosure of such Confidential Information and the mutual covenants and promises herein contained, it is agreed as follows:

1. For purposes of this Agreement, "Confidential Information" means information or material proprietary to either Party of which the other Party may obtain knowledge or access. "Confidential Information" includes, but is not limited to, the following types of information and other information of a similar nature, whether or not set forth in writing: inventions, research, processes, technical information, formulas and data, discoveries, ideas, trade secrets, concepts, papers, designs, drawings, specifications, techniques, models, prototypes, data, documentation, manuals, diagrams, flow charts, schematics, procedures, functions, "know-how", marketing and development plans, strategies and third party confidential information, customer names and other information related to customers, price lists, pricing policies, financial information and business plans. "Confidential Information" shall also include any information described as proprietary or designated as confidential information, whether or not owned or developed by the disclosing Party, and whether or not copyrighted or information disclosed to the receiving Party by any third party which information confidential or proprietary information.
2. All Confidential Information disclosed by any Party hereunder shall, between the Parties hereto, remain the property of the disclosing Party. Neither Party is hereby granting or extending to the other Party any rights of any kind under any patent, copyright, trademark, or other intellectual property right, which the disclosing Party may now have or may hereby obtain with respect to the Confidential

Information. Nothing in this Agreement obligates any Party to disclose any Confidential Information to the other Party.

3. Each receiving Party shall use the Confidential Information only for the business purpose described in the Recitals, unless otherwise agreed to by further written agreement of the Parties, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation, except to the extent that any Confidential Information:
 - (a) is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no act or fault on the part of the receiving Party;
 - (b) is known by the receiving Party at the time of receiving such information; or
 - (c) is hereafter rightfully furnished to the receiving Party by a third party without breach of any separate non-disclosure obligation.
4. Each Party agrees that no Confidential Information shall be disclosed to any officer, employee, or agent of such Party, unless such person shall have a need to know such information in order to carry out the above-stated purposes. Each Party shall take all reasonable precautions to ensure against any breach of confidentiality and will advise its employees who have access to any Confidential Information of the confidential nature thereof and of the limitation with respect to its permitted use to the above-stated purposes.
5. Notwithstanding the conclusion or termination of the Parties' relationship as described herein, whether due to cancellation by either Party upon written notice to the other or otherwise, each Party shall continue to fulfil its obligations hereunder and to maintain the confidentiality of the Confidential Information in perpetuity.
6. All Confidential Information, existing in written form or recorded in any other tangible medium, shall be returned to the disclosing Party, upon its request, together with any reproductions or copies thereof.
7. Upon written request of the receiving Party, the disclosing Party may in its sole discretion give permission, valid only to the extent given in writing and signed by a duly authorised representative of Company, to the receiving Party to disclose Confidential Information otherwise required to be kept confidential by this Agreement.
8. Each Party agrees that the other Party will suffer irreparable harm if it fails to comply with its obligations set forth herein, and further agrees that monetary damages will be inadequate to compensate the disclosing Party for any such breach. Accordingly, each Party agrees that the other Party will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provision hereof.
9. Each Party agrees that if it fails to comply with its obligations, as set forth herein, the other Party shall be entitled to claim financial damages for breach of contract. Such remedy shall be in addition to and not in limitation of any injunctive relief of other remedies to which the non-defaulting Party may be entitled, at law or in equity, under this Agreement.
10. Neither Party shall assign this Agreement (or any portion hereof) without the prior written consent of the other Party. Any assignment without such consent shall be void and is a material breach hereof. Subject to the foregoing, this Agreement shall be binding upon the successors and authorised assigns of each Party and shall inure to the benefit of the successors and authorised assigns of each Party. No oral agreement, statement or representation shall alter its provisions.

11. This Agreement shall govern all matters referred to herein unless it is terminated by any Party giving the other Party one week's notice to that effect. Upon the expiry of the notice, the Agreement shall be effectively terminated and all information and derivatives thereof shall be returned by the receiving Party to the disclosing Party in accordance with Clause 6 above.
12. Any notice or communication to be given under this Agreement shall be given if delivered in writing to the intended recipient at the address and marked for the attention of the person set out in this Agreement or as may be notified from time to time by the Party concerned.
13. The failure of any Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall remain in full force and effect.
14. The terms of this Agreement are confidential and shall not be disclosed to third parties without the written consent of the other Party, except to the extent required by a court or regulatory agency of competent jurisdiction.
15. This Agreement shall be governed by and interpreted in accordance with the laws of the England and Wales. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Agreement as of the date first written above.

For and on behalf of
SDWAN Solutions

Signed:



Name: Anthony Senter

Title: CEO

For and on behalf of

Signed: _____

Name: _____

Title: _____