

EAZI-BUSINESS WORK OR SERVICES NON-DISCLOSURE / RESTRICTIONS AGREEMENT ("NDA")

You are or wish to perform Work (as defined below, not limited to employees) for EB or a Network Member and for that purpose you may be given or have access to Confidential Info. Therefore (in consideration for the receipt of the information and for any sums you receive directly or indirectly for the Work) YOU UNDERTAKE TO EB AND TO THE NETWORK MEMBER FOR WHOM YOU PERFORM OR WISH TO PERFORM WORK as follows:

1. UNDERTAKING

- 1.1. The disclosure of the Confidential Info is personal to you. You will notify EB in advance of disclosure to anyone else, who must also sign an agreement with EB. Otherwise, you are responsible for their compliance with everything in this NDA as if they were you.
- 1.2. You will maintain all Confidential Info in strictest confidence, stored securely, and not allow copies or access to any of it without EB's prior consent.
- 1.3. You will only use Confidential Info for the Purpose. You will not disclose or copy (unless with EB's prior written consent) any Confidential Info to anyone other than (to the extent necessary) your accountants, lawyers or bank. This includes **not copying or using any client or business contact details or any part of EB's materials, manuals, policies, business or legal documents or Confidential Info (or materials based on them) in or for any other business.** It also includes **not disclosing log-in or access details to any Network Member's online tools or panels or software to anyone else;**
- 1.4. You will comply with all Data Protection Requirements (including complying with EB's communicated or public privacy policies and standards as if you were part of EB) in relation to any Confidential Info that is personal data.
- 1.5. You will maintain confidentiality of clients of Network Members as if they were Network Members.
- 1.6. Without prejudice to EB's other rights, if your actions lead directly or indirectly to an unauthorised disclosure or use of Confidential Info, you will assist EB to recover that information and to prevent its misuse. You will indemnify and reimburse EB for all losses, damages and costs resulting from breach by you of this NDA.
- 1.7. You acknowledge that damages alone would not be an adequate remedy for breach of this NDA. Without prejudice to other rights or remedies, you agree that EB will be entitled to the grant of equitable relief (for example, injunctive relief) in relation to any threatened or actual breach of any part of this NDA.
- 1.8. You will (unless prohibited to do so by law) immediately on demand as instructed by EB: destroy or return to EB all partial or entire copies of Confidential Info; delete all Confidential Info from any device or remote storage where held by or for you; destroy all notes prepared by or for you containing Confidential Info.
- 1.9. This NDA applies at all times to information that is still Confidential Info as defined. Despite this NDA, you may disclose the following if you only disclose what is strictly necessary and give EB prior notice if legal to do so:
 - a) information that you are legally required to disclose by

applicable law or authority of competent jurisdiction or whose disclosure by you is protected by law;

- b) information that was properly in your possession (with full right to disclose) prior to receipt from EB;
- c) information received from a third party allowed to disclose it;
- d) information that is in the public domain other than by breach of this NDA.

- 1.10. You will comply with all applicable legislation and with any communicated standards, policies or procedures of EB or the Network Member in relation to the Work that apply to personnel, licensees, contractors or suppliers.

2. RESTRICTIONS ON YOU

- 2.1. During the Term and for 12 months afterwards you will not without EB's prior written consent (which may be withheld for any reason) do or attempt any of the following other than for the Purpose as licensed or to the extent that your actions are protected by law:
 - a) perform Work for or from, or be an owner of, or interested directly or indirectly in any capacity (except holding less than 5% of shares in a public listed company) in any business providing services competing with or similar to a Network Member's services from any venue or within a 50 mile radius of any venue from which you have done Work for that Network Member.
 - b) solicit, interfere with the working relationship with, or attempt to employ or engage the services of anyone who was in the previous 12 months employed by a Network Member for whom you did Work;
 - c) tout for competing business from, or offer services similar to EB's services to, anyone with whom you had contact who was during the previous 12 months a client of a Network Member;
 - d) damage the reputation, goodwill or brand name of any Network Member, or do anything that may do so;
 - e) disclose circumstances of any termination of Work with anyone except legal advisers or competent authorities;
 - f) encourage, persuade or entice any Network Member or principal / guarantor to terminate or breach any legal agreement with EB (or its licensor if different);
 - g) interfere with or damage the relationship between any client / contractor / licensee / significant supplier and EB or any Network Member.
- 2.2. You accept each restriction in this NDA as reasonable, fair and necessary for protection of Network Members. No restriction in this NDA applies to any action that may not legally be restricted or prohibited.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. EB (and any licensor) has spent effort and costs creating confidential and valuable systems, materials and documents. You acknowledge that all rights including intellectual property rights (whether registerable, registered, or not and including copyright) in all Confidential Info, are owned by or licensed to EB or its licensor and not owned by you.
- 3.2. If any rights in clause 3.1 are deemed owned by you, you will on demand do anything required to transfer them absolutely to EB. You assign irrevocably to EB all such rights in any documents or derivative materials, services or products arising indirectly or directly from Confidential Info or Work for a Network Member.

4. MISCELLANEOUS

- 4.1. EB will use and store your personal data in compliance with Data Protection Requirements. EB's website policy sets out details of EB's use of your data and your rights.
- 4.2. You will ensure compliance with this NDA by all your personnel, contractors, officers and anyone else related to, owning part of or controlled by your trading entity.
- 4.3. EB may assign EB's rights under this NDA to anyone to whom EB assigns Confidential Info. You may not assign or transfer this NDA or its benefits or obligations.
- 4.4. EB may in its sole discretion give a whole or partial release, waiver, compound, compromise, indulgence or time (a "**Waiver**") in respect of any of your obligations or liabilities, but no Waiver is effective unless in writing and signed by a director of EB. No Waiver affects the rights of EB in respect of other liabilities or obligations or other rights relating to that obligation or liability.
- 4.5. No representation or warranty, express or implied, is made, and no responsibility or liability is accepted by EB, Network Members or their advisers in relation to the accuracy or completeness of Confidential Info.
- 4.6. In this NDA, unless the context requires otherwise, words denoting any gender include all genders; words denoting the singular include the plural and vice versa; defined terms in clause 5 or elsewhere mean as set out.
- 4.7. If this NDA has been translated in to any language other than English, if there is any uncertainty or conflict in

interpretation, the English language version of this NDA shall prevail in all circumstances.

- 4.8. This NDA shall be read, construed and take effect as an agreement made under the laws of England and Wales and subject to exclusive jurisdiction of English Courts.

5. DEFINED TERMS

"Confidential Info" means confidential information in any format relating to the system or business of EB or any Network Member which is marked or notified as confidential or would in the normal course of business be considered confidential. This includes (as examples only) trade secrets, confidential personal data, the whole or any part of any databases, manuals, templates, business or marketing materials or legal documents used or provided by (or based on templates provided by) any Network Member or related company, details of EB's arrangements with its Network Members or clients, information related to actual or forecasted financial performance of any Network Member or to suppliers, clients, marketing, know-how or operations;

"Data Protection Requirements" means all data protection legislation in England plus any other applicable jurisdiction and any data protection or privacy policy of EB or any Network Member communicated to you or available on their websites including at www.eazi-business.com/privacy;

"EB" and / or **"Eazi-Business"** mean Eazi-Business Ltd, a company registered in England with number 08364226 and registered office at The Old School House, 65A London Rd, Oadby, Leicester LE2 5DN, UK (also using various trading names such as Eazi-Apps, Eazi-Sites, Eazi-SEO);

"Network Member" means each and all of EB itself, EB's licensor (if any), any licensee or any franchisee of EB or of any master licensee of EB and anyone else licensed by EB to trade using any trading name licensed or used by EB;

"Purpose" means the purpose of performing Work for or with EB or a Network Member;

"Term" means the period during which you perform Work for or with EB or a Network Member;

"Work" means services, work, consultancy, collaboration, advice or discussions on the potential for these in each case including as an employee, partner, services provider, consultant, director, (direct or indirect) shareholder / owner;

"you" / "your" means and refers to the person, company or trading entity whose details are set out below

You are advised to take legal advice before signing this or any other legal agreement. This NDA is signed and executed by **you**:

Signature: _____ Printed Full Name: _____

Your address: _____

For and on behalf of (print trading entity or company if applicable): _____

Date of NDA signature and execution: _____