**MUTUAL CONFIDENTIALITY AGREEMENT**

**DATED**: On the date that this document is fully executed via DocuSign or other e signature system used by all Parties.

**BETWEEN:**

(1) **FIRM NAME** (incorporated in England and Wales with company no. 0000000), with its address at Firm address (“**The Firm**”);

(2) **ELMORE INSURANCE BROKERS** **LIMITED** (incorporated in the United Kingdom company no. 09548115, with its address at 1 Lime Street, London, EC3M 7HA, United Kingdom (“**Elmore**”); and

(3) **GREEN SWAN COMPLIANCE LTD** (incorporated in the United Kingdom company no. **15345526**, with its address at The Old Vicarage, Hitchin Road, Kimpton, Herts, SG4 8EF, United Kingdom (“**Green Swan**”),

each a Party, together the Parties.

**RECITALS:**

All Parties wish to disclose confidential and proprietary information relating to insurance subject to the terms and conditions set out below.

**IT IS AGREED as follows:**

1. **DEFINITIONS**
	1. The following definitions shall apply:

“**Affiliate**” of a person means any person that Controls, is Controlled by, or is under common Control, with such person. For this purpose, “Control” means the power of a person (or persons acting in concert) to secure that the affairs of a legal entity are conducted, directly or indirectly, in accordance with the wishes of that person (or persons acting in concert) whether by means of (1) ownership of fifty percent or more of the voting securities or other controlling interests of that legal entity, (2) having the right to appoint or remove a majority of the directors or managers of that legal entity or otherwise control the composition or votes of its management, or (3) the ability to otherwise direct or control the affairs of that legal entity.

“**Affiliated Person**” means any directors, officers, managers, employees, partners, representatives, agents and shareholders of a party or its Affiliates.

“**Confidential Information**”means any information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by a Party or by a third party on behalf of such Party including (without limitation) any information relating to Purpose and any clients, suppliers, investors, products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business relating thereto.

“**Purpose**” means for the purpose of assessing business opportunities for the Parties to work with each other.

* 1. In this Agreement: (a) the contents and clause headings are for convenience only and do not affect its construction; (b) words denoting the singular include the plural and vice versa; and (c) words denoting one gender include each gender and all genders.
1. **CONFIDENTIALITY UNDERTAKINGS**

In consideration of the Parties supplying Confidential Information to each other, each Party undertakes:

* + - 1. to keep all Confidential Information it receives or obtains securely and in confidence, exercising no lesser security measures and degree of care than those which it applies to its own confidential information;
			2. to use the Confidential Information only for the Purpose or any other agreed purpose;
			3. not to disclose any part of the Confidential Information to any third party, or copy it in any form, without the prior written consent of the other Parties or as otherwise permitted in this Agreement;
			4. to inform the other Parties as soon as reasonably possible upon discovery of any loss or unauthorised disclosure of Confidential Information; and
			5. as soon as reasonably possible after a written request to do so from any other Party, either promptly destroy or deliver to the other Party any materials that contain any part of the Confidential Information and any copies thereof, save to the extent records are required to be retained by a party pursuant to law, regulation or for policy purposes.
1. **DISCLOSURE OF CONFIDENTIAL INFORMATION**
	1. Each Party may disclose the Confidential Information only:

##### to its Affiliates and its and their Affiliated Persons; or

##### to its professional advisors, that shall include relevant underwriters and loss adjusters to the extent that it is necessary for the Purpose; or

##### where disclosure is required by law, by any court of competent jurisdiction or by any other appropriate regulatory body; or

##### to anyone else with the prior written consent of the relevant Party provided such recipients are bound by the same terms of this Agreement.

* 1. Prior to disclosure of any Confidential Information to any person, the disclosing Party shall procure that such recipient reads and understands this Agreement; and shall ensure that its Affiliates and Affiliated Persons comply with the terms of this Agreement as if the Affiliates and Affiliated Persons were a party to this Agreement and shall use all reasonable endeavours to ensure that the other recipients referred to in Clauses 3.1 comply with the terms of this Agreement as if such recipients were a party to this Agreement.
1. **EXCEPTIONS**

This Agreement shall not apply to Confidential Information:

## to the extent that the Confidential Information is or it becomes generally available to the public other than by breach of this Agreement;

## which was in the possession of the Party free of any obligation of confidence prior to receipt from any other Party; or

## which was developed by Affiliates and Affiliated Persons independently of and without reference to any Confidential Information communicated under this Agreement; or

## which a Party obtains or has available from a source other than any other Party without breaching any obligation of confidence.

1. **FURTHER CONFIDENTIALITY PROVISIONS**
	1. No license, right, interest or similar right is granted to the a Party in relation to the Confidential Information except as expressly set out in this Agreement.
	2. Each Party does not accept responsibility for and makes no representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information.
2. **TERM AND TERMINATION**
	1. This Agreement shall come into force on the date set out above and shall continue unless or until terminated by either party giving to the other not less than 1 months’ written notice of the termination of this Agreement.
	2. Termination of this Agreement shall be without prejudice to the confidentiality covenants in this Agreement, which shall apply for the duration of this Agreement and for 24 months after its termination.
	3. Termination of this Agreement howsoever caused shall be without prejudice to any rights or liabilities accrued at the date of termination.
3. **GENERAL**
	1. Each Party acknowledges and agrees that in the event that the terms of this Agreement are breached by it, damages may be an inadequate remedy and equitable reliefs including injunctions and specific performance may be appropriate remedies in addition to damages for the enforcement of this Agreement.
	2. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
	3. This Agreement contains the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes any prior agreement or other understanding in respect thereof. Nothing in this Clause shall exclude any liability for fraud or fraudulent misrepresentation.
	4. No variation, amendment or waiver of the terms of this Agreement shall be valid unless the variation, amendment or waiver is agreed in writing and signed by the authorised representatives of each of the Parties.
	5. No Party shall have the right to assign the benefit or burden of this Agreement, without the prior written consent of the other party.
	6. This Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the Parties to this Agreement and their respective successors and assignees.
	7. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail (airmail if overseas), and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either Party may specify in writing.
4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with England and Wales law and the Parties hereby irrevocably agree to submit their disputes to the exclusive jurisdiction of the English courts.

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| Executed for and on behalf of**ELMORE INSURANCE BROKERS LIMITED**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Simon GilbertTitle: Director |
| Executed for and on behalf of**GREEN SWAN COMPLIANCE LIMITED**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Clive MitchellTitle: DirectorExecuted for and on behalf of**FIRM NAME**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:FNAME LNAMETitle: TitleNDA Version 3.0 dated 15 Aug 2024 |