



MUTUAL NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT

THIS AGREEMENT between **The Builders Reserve** (hereinafter referred to as “**MJECT**”) and **(Unique Passcode Holder)** (hereinafter referred to as “**Other Party**”) is entered into on **date of code entered**.

WHEREAS:

- A. MJECT and OTHER PARTY desire to exchange certain information, which is non-public, confidential, personal or proprietary in nature (“**Confidential Information**”), for the purposes of establishing a business relationship between them (the “**Business Purpose**”);
- B. The Parties hereto have agreed that the disclosure of Confidential Information (as hereinafter defined) between them in connection with the Business Purpose shall be governed by the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the exchange of such Confidential Information, the parties have agreed to the following:

- 1. **Parties** - In this Agreement, references to a “Disclosing Party” mean a party disclosing Confidential Information, and references to a “Receiving Party” mean a party receiving Confidential Information.
- 2. **Confidential Information** - In this Agreement, the term “Confidential Information” means the following disclosed, generated or derived in connection with the Business Purpose (a) any information of whatever nature or form relating to: the Disclosing Party and its affiliates, their business, operations, proprietary or technical information; or any customer of or supplier or lender of the Disclosing Party and its affiliates regardless of whether the Confidential Information was communicated orally, in writing or by electronic transmission, and (b) any summaries, notes, analyses, compilations, studies or other records that contain or otherwise reflect or have been generated, wholly or partly, or derived from such Confidential Information (“**Derivative Information**”). The term “Confidential Information” shall not include such portions of the Confidential Information which (i) are, or after the time of disclosure become, generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as hereafter defined) in breach of this Agreement, or (ii) are received by the Receiving Party from an independent third party who, to the knowledge of the Receiving Party after due inquiry, had obtained the Confidential Information lawfully and was not under an obligation of secrecy or duty of confidentiality owed to the Disclosing Party, or (iii) the Receiving Party can show were in its lawful possession, or otherwise known to it, before it received such Confidential Information from the Disclosing Party, or (iv) the Receiving Party can show was independently developed by the Receiving Party or on the Receiving Party’s behalf without the use of the Confidential Information.
- 3. **Non-Disclosure and Restricted Use** – The Confidential Information will be kept confidential and will not, without prior written consent of the Disclosing Party, or as expressly provided in this Agreement, be disclosed by the Receiving Party in any manner whatsoever, in whole or in part,

and will not be used by the Receiving Party, directly or indirectly, for any purpose other than evaluating and completing the Business Purpose.

4. **Storage and Records** – The Receiving Party shall store the Confidential Information securely and ensure that commercially reasonable physical, technological and organisational measures are in place to protect the Confidential Information against unauthorised or unintended access, use or disclosure.
5. **Access Limited to Representatives** – The Receiving Party may reveal or permit access to the Confidential Information only to its affiliates, agents, advisors (including lawyers, accountants and financial advisors), consultants, directors, officers and employees (each a “**Representative**”) who the Receiving Party reasonably believes need to know the Confidential Information for the Business Purpose or who otherwise need to know such information under this Agreement, who are informed by the Receiving Party of the confidential nature of the Confidential Information, who are directed by the Receiving Party to hold the Confidential Information in confidence and who agree to act in accordance with the terms and conditions of this Agreement. The Receiving Party will, at its sole expense, take all necessary commercially reasonable precautions or measures to prevent improper access to the Confidential Information or use or disclosure of the Confidential Information by its Representatives and will be responsible for any breach of this Agreement by any of its Representatives, other than those Representatives who have entered into a confidentiality agreement directly with the Disclosing Party. The Receiving Party will, in the event of a breach of the Agreement or any disclosure of Confidential Information by the Receiving Party or its Representatives (other than those Representatives who have entered into a confidentiality agreement directly with the Disclosing Party) other than as permitted by this Agreement, through accident, inadvertence, or otherwise, notify the Disclosing Party of the nature of the breach as soon as reasonably practicable upon the Receiving Party’s discovery of the breach.
6. **No Disclosure of Transaction** – Neither party nor its Representatives may, without the prior written consent of the other party, disclose to any person other than its Representatives or as required by Law (as defined below) the fact that the Confidential Information has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place or have taken place concerning the Business Purpose or any other possible transaction or business arrangement between the parties or any of the terms, conditions or other facts with respect to the Business Purpose or any other such possible transaction or business arrangement between the parties, including the status thereof.
7. **Non-solicitation/Non-Circumvention** - During the term of this Agreement, and for a period of one (1) year immediately thereafter, neither party nor its Representatives shall solicit any employee or third party introduced by the other party to enter into an employment relationship or induce any employee or third party associated with the other party to terminate or breach an employment or contractual relationship with the other party.
8. **Proprietary Rights** - The Receiving Party acknowledges that the Confidential Information is a proprietary asset of the Disclosing Party and its affiliates and agrees that as between the Receiving Party and the Disclosing Party, the Disclosing Party will retain proprietary rights in the Confidential

Information and the disclosure of such Confidential Information shall not be deemed to confer upon the Receiving Party any rights whatsoever in respect of any Confidential Information.

9. **Return of Confidential Information** - Upon the request of the Disclosing Party, the Receiving Party and its Representatives will, at the Receiving Party's own expense, as soon as reasonably practicable return or destroy (at the Receiving Party's option) all copies of the Confidential Information, except for that portion of the Confidential Information which consists of Derivative Information which will be destroyed and in the case of information stored in electronic form, it will be permanently erased; provided, however that the Receiving Party may retain copies of Confidential Information and Derivative Information, subject to the confidentiality terms of this Agreement, in accordance with its internal record retention policies and procedures for legal, compliance or regulatory purposes and the Receiving Party shall only be required to use commercially reasonable efforts to return or destroy such Confidential Information or Derivative Information stored electronically. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives shall continue to be bound by the confidentiality and other obligations hereunder.
10. **No Representation** – Although the Disclosing Party will endeavour to include in the Confidential Information data which the Disclosing Party believes to be reliable and relevant for the purpose of evaluating the Business Purpose, the Receiving Party acknowledges that the Disclosing Party and its Representatives makes no representation or warranty as to the accuracy or completeness of the Confidential Information. The Receiving Party also agrees that neither the Disclosing Party nor its Representatives shall have any liability, direct or indirect, to the Receiving Party as a result of errors in, omissions from or the use of Confidential Information by the Receiving Party or its Representatives and only those particular representations and warranties which may be made to the Receiving Party in a definitive agreement, if, as and when one is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect. Neither party will have any obligation to the other to proceed with a transaction or business arrangement or to negotiate a transaction.
11. **Required Disclosure** – In the event that a Receiving Party or any of its Representatives become required to disclose Confidential Information (i) in order for such Receiving Party or its Representatives to comply with applicable law, order, regulation, ruling, professional standard, interdealer quotation system rule or stock exchange rule or (ii) by any government, administrative or judicial body having jurisdiction including, without limitation, by deposition, interrogatory, request for documents, subpoena, criminal or civil investigative demand or similar process ((i) and (ii), collectively, the "**Law**"), the Receiving Party will, where permitted by Law, as soon as reasonably practicable provide the Disclosing Party with written notice so that the Disclosing Party may seek, at the Disclosing Party's expense, a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party will cooperate with the Disclosing Party on a commercially reasonable basis to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained before the Receiving Party or its Representatives become compelled or required to disclose as aforesaid, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which, on the advice of its legal

counsel, is legally required to be disclosed and will exercise all commercially reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information so furnished.

12. **Acknowledgement** – Each party to this Agreement hereby acknowledges that it is aware, and that it will advise its Representatives who are informed as to the matters which are the subject of this Agreement, that securities laws prohibit any person who has knowledge of a material fact or material change with respect to a reporting issuer that has not generally been disclosed from purchasing or selling securities of such issuer or from communicating such information to any other person. Each party to this Agreement agrees that it will not trade in the securities of the other until such time as it may so do under applicable securities laws. This Agreement does not represent a commitment on the part of either party hereto to purchase the products or services of the other party nor a commitment to enter into any business venture with the other party nor an encouragement to expend funds in the development of any products or services. Further, other than the confidentiality obligations and restrictions on the use of Confidential Information set out herein, this Agreement does not in any way prevent or constrain either party's use of any other provider of, or either party's current or future development of, products or services similar to the products or services provided by the other party hereto or the products or services which are the subject of the discussions anticipated by this Agreement.
13. **Certain Definitions** – In this Agreement, the term "person" shall mean an individual, corporation, partnership, limited partnership, limited liability company, joint venture, estate, association, trust, unincorporated organization, or other entity of any kind or nature.
14. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of England & Wales, United Kingdom. Any legal action or proceeding with respect to this Agreement or in any way related to this Agreement shall be brought in a court of competent jurisdiction sitting in the City and County of Gloucestershire, England, United Kingdom.
15. **Non-Waiver** – No failure or delay by either party, as the case may be, in exercising any right, power or privilege under this Agreement will operate as a waiver thereof unless such right, power or privilege expires by the terms of this Agreement, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.
16. **Injunctive Relief** – The parties acknowledge that disclosure of the Confidential Information or other breach of this Agreement would cause serious and irreparable damage and harm, and that remedies at law would be inadequate to protect against breach of this Agreement, and agree in advance to the granting of injunctive relief in each other's favour for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, and without the requirement to post a bond or other security, in addition to any other remedy to which the parties would be entitled.
17. **Term** – The provisions of this Agreement shall remain in effect with respect to any or all Confidential Information until the date which is two (2) years from the date hereof. The parties acknowledge that the confidentiality and non-use obligations in this Agreement pertaining to Confidential Information shall survive any termination or expiration of this Agreement for a period




of time until such information is no longer considered Confidential pursuant to the terms of this Agreement.

18. **Protection of Confidential Information** - Neither party to this Agreement intends that the provision of any Confidential Information shall be deemed to waive or in any manner diminish any privilege or protection applicable to that Confidential Information, nor shall either party claim or contend that the other party has waived any privilege or other protection by providing Confidential Information pursuant to this Agreement or any definitive agreement relating to a transaction.
19. **Severability** - If any term or provision of this Agreement is contrary to or conflicts with any requirement of applicable law, such term or provision shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect to the fullest extent possible, as if said term or provision was never part of this Agreement and shall bind the Parties in all other respects.
20. **Integration** - No prior or contemporaneous written or oral agreement(s) between the Parties with respect to the subject matter hereof shall be binding upon either party. This Agreement constitutes the sole and entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, heirs and assigns.
21. **Modification** - This Agreement may be modified only in a writing signed by both Parties.
22. **Facsimile** - This Agreement may be executed and delivered by facsimile or electronic mail. A facsimile or electronic signature shall have the same legal effect as a manual signature. This Agreement may be validly executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and each of which shall constitute an original.

The parties have executed this Agreement as of the date hereinabove

ASSIGNED BY: MJECT & CO.

Signature: 

Name: Mr Marcus Morley-Jones

Title: Founder, CEO

Address: 14 Ash Close, Lydney, Royal Forest of Dean, Gloucestershire, GL15 5NE

OTHER PARTY: Accept and sign this NDA by entering your unique passcode [HERE](#)