NON-DISCLOSURE AGREEMENT & TERMS

BETWEEN:

(1) **LeapMind Ltd** (Company No. 14550925) whose main trading address is at 27 Ock Bridge Place, Abingdon, Oxford, Ox14 5FW.

and

YOUR COMPANY (as provided on the online form)

Introduction

(A) LeapMind Ltd [Full End to End Care Digital CMS CRM solution]; We Create cloud-based technologies that transform business outcomes.

(B) YOUR COMPANY.

(C) LeapMind Ltd and YOUR COMPANY wish to enter into discussions for the potential collaboration between YOUR COMPANY and LeapMind Ltd in respect of Provision of ISTAFFROTA services (the 'Purpose');

(D) For this Purpose, each party will need to disclose to the other party certain information which is confidential.

(E) Both parties wish to regulate how confidential information is to be treated while in the possession or control of the Receiving Party (as defined below) so as to protect the interests of the Disclosing Party (as defined below).

1. Definitions

The following words and phrases used in this Agreement and the above Recitals, shall have the meanings set out below unless the context otherwise requires:

1.1 "Information" shall mean any and all information of whatever nature (including but not limited to technical, legal, business methods, customers, suppliers, finances, ideas, strategies, concepts, methodologies, inventions, processes, formulae, products, software, programs, source code and other matters) whether or not proprietary and in any form (whether provided in documentary or by way of model or in other tangible or intangible form or disclosed orally or by demonstration or presentation or disclosed by any other means), relating to the business of one party or any member of its Group, supplied at any time (whether before or after the date of this Agreement) to the other party; and

1.2 "Group" shall mean in relation to any party, that party and its subsidiaries, holding companies and subsidiaries of its holding companies from time to time within the meaning of Section 736 Companies Act 1985 (as amended from time to time).

2. Confidentiality Obligations

2.1 In consideration of the provision of Information by one party (the "Disclosing Party") to the other party (the "Receiving Party"), the Receiving Party shall:-

2.1.1 keep confidential and not directly and/or indirectly use and/or disclose any of the Disclosing Party's

Information in whole or in part except in accordance with this Agreement;

2.1.2 keep all Information which may come into its possession in any manner and all other information generated from it confidential;

2.1.3 use such Information disclosed to and/or acquired by it only for the Purpose;

2.1.4   not use, reproduce, transform or store any of the Disclosing Party's Information in any computer and/or electronic information retrieval system without the Disclosing Party's written consent;

2.1.5   permit access to such Information only to such employees having a need to see and use such Information solely in connection with the Purpose and not for any other purpose and shall use all reasonable endeavours to ensure that each such person is made aware in advance of disclosure of the nature of the obligations of confidentiality contained in this Agreement and that each such person adheres to the terms of the Agreement as if he had been a party to the Agreement himself;

2.1.6   if and when requested to do so by the Disclosing Party, supply to the Disclosing Party a list of persons to whom Information has been disclosed by the Receiving Party under clause 2.1.5 above;

2.1.7   at the Disclosing Party's written request made at any time, promptly deliver up to the Disclosing Party all documents, material and/or other media which may be in its possession, power or control which comprises or contains any part of the Disclosing Party's Information or, at the Disclosing Party's option, destroy all such Information and provide to the Disclosing Party a certificate of such destruction signed by a duly authorised officer of the Receiving Party (except that the Receiving Party may retain one copy solely for archive purposes);

2.1.8   where the Information is notified by the Disclosing Party to be the subject of any national or governmental regulations, take such measures as may be required by such regulations to protect the Information; and

2.1.9   promptly notify the Disclosing Party if any negotiations or discussions or any Information are required to be disclosed by law or under the rules or regulations of any applicable stock exchange or regulatory authority and to co-operate with the Disclosing Party in relation both to the manner of any such disclosure and to any action which the Disclosing Party may reasonably elect to take to prevent such disclosure and/or to challenge the validity of any such requirement.

2.2   Each party shall be liable under this Agreement for the acts or omissions of its employees (whether or not they remain as their employees) as if they were their own acts or omissions under this Agreement;

2.3   The obligation of confidentiality and non-use on the Receiving Party set out in this Clause 2 shall not expire.

3.   Exceptions

3.1   Without prejudice to any obligations imposed on and assumed by the Receiving Party under any national or governmental regulations, the obligations of confidentiality shall not apply to any Information which: -

3.1.1   the Receiving Party can prove to be in or to have come into the public domain in printed publications in general circulation otherwise than as a result of any act or default on the part of the Receiving Party;

3.1.2   the Receiving Party can prove (by documentary evidence produced within 28 days of disclosure) was information already in the possession of the Receiving Party and at its free disposal on a non-confidential basis at the time that it is first supplied by the Disclosing Party, its agents or advisers ;

3.1.3   is after the date of this Agreement disclosed to the Receiving Party in writing without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality to the Disclosing Party in doing so;

3.1.4   the Receiving Party can prove was information that was independently developed by employees of the

Receiving Party without reference to the Information supplied by the Disclosing Party; and/or

3.1.5   is required to be disclosed by law or under any rules or regulations of any applicable stock exchange or regulatory authority on condition that the Receiving Party gives to the Disclosing Party reasonable advance notice of such disclosure.

4.   Further permitted disclosure

4.1   The parties recognise that it may be necessary for the Receiving Party to provide Information to an external professional adviser ("Adviser") provided such disclosure shall be for the Purpose only and subject to the Adviser signing a Non-Disclosure Statement for the benefit of the Disclosing Party, the parties agree (both as the Disclosing Party and the Receiving Party) that the Receiving Party may disclose Information to the Adviser and shall use its reasonable endeavours to procure the Adviser's observance of the terms of this Agreement. It is the

duty of LeapMind Ltd to disclose to all parties Non-Disclosure statements signed by any professional adviser.

5.   Ownership of Information

5.1   Any Information disclosed or acquired under the terms of this Agreement shall remain the property of the Disclosing Party or the originator of such Information. No license under any trademark, copyright, patent, design rights or any other intellectual property right, is granted, whether expressly or by implication to the Receiving Party or its Group by the disclosure or acquisition of such Information. The disclosure of such Information shall not constitute any representation or warranty, express or implied, with respect to the accuracy or completeness of any Information made available to the Receiving Party or its Group, or the non-infringement of trademarks, patents, copyright, design rights or any other intellectual property rights belonging to third parties.

5.2   Where the Information disclosed by the Disclosing Party to the Receiving Party is software, the Receiving Party agrees not to copy, reproduce, translate, adapt, reverse engineer, decompile (except to the extent permitted by law), vary or modify the software or any part of the software.

6.   Notices

6.1   Any notice required to be given under this Agreement by either party to the other shall be in writing and shall be transmitted by facsimile or by hand or by registered or recorded delivery post to the address of the party as stated below or as otherwise notified by either party from time to time.

(If to Leapmind -IstaffRota)   **(If to YOUR COMPANY)**
FAO. The Managing Director
LeapMind Ltd   FAO. Operations Manager
27 Ock Bridge Place   Address as provided on the online form
Abingdon
Oxford
Ox14 5FW

6.2 Any notice shall be deemed to have been served if sent by facsimile on the working day on which a valid transmission report is obtained (and if not sent on a working day it will be deemed served on the next working day) and if sent by first class post on the second working day after posting.

7. General

7.1 A failure or neglect by either party to enforce or exercise (in whole or in part) at any time any of the provisions of this Agreement shall not be construed or be deemed to be a waiver of its rights under this Agreement nor in any way affect the validity of the whole or any part of this Agreement nor prejudice such party's rights to take subsequent action.

7.2 The Receiving Party will indemnify and keep indemnified the Disclosing Party (and any person who has provided the Receiving Party with the Disclosing Party's Information) against any and all claims, actions, proceedings, damages, lost profits, damage to goodwill, costs, expenses, special, indirect, and consequential loss and any other loss and/or liability resulting from any breach of the terms of this agreement by the Receiving Party).

7.3 Neither party shall assign this Agreement (or any part) without the prior written consent of the other not to be unreasonably withheld or delayed.

7.4 All third-party rights are excluded, and no third party shall have any right to enforce this Agreement. This shall not apply to members of the parties' respective Groups from time to time who shall, subject to the relevant party's consent, have the right to enforce this Agreement in addition to that party. Any right of a third party to enforce this Agreement may be varied and/or extinguished by the parties to this Agreement without the consent of any such third party.

7.5 Without affecting any other rights and remedies that any party may have, damages will not be an adequate remedy for any breach by the Receiving Party of any of the provisions of this Agreement and therefore the Disclosing Party shall be entitled to claim injunctive relief in respect of any breach by the Receiving Party of this Agreement without the requirement to prove specific damage.

7.6 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

Additional Contractual Terms:

- Recurring Payments will be triggered on the day of the first training; the collection date is on or after the 6th of the month. The amount will be as per quoted online.
- Pricing does not include bespoke developments.
- The contract period is 12 months with a minimum notice period of 3 months before the end of the contract.
- The contract renews automatically at the end of the 12-month period.
- Onboarding and training fees may apply for non-startup companies.

For and on behalf of:

LeapMind Ltd

For and on behalf of:

YOUR COMPANY, accepting the online agreement as completed on the online form.

Signature:

Print name: Andre Disso ....

Title: Director...