Mutual Non-Disclosure Agreement

Date: 15 May 2020

Parties:

|  |  |  |  |
| --- | --- | --- | --- |
| **Names** | Vegan Burger Pattie Limited  | **Names** | Burger Co Limited  |
| **Short Name** | VBP  | **Short Name**  | BCL |
| **Attention** | Chief Technology Officer | **Attention** | Chief Product Officer |

Executed as an Agreement:

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of **Vegan Burger Pattie Limited** |  | Signed for and on behalf of **Burger Co Limited** |
|  |  |  |
| Authorised signatory |  | Authorised signatory |
| Print name |  | Print name |
| Position |  | Position |
| Date |  | Date |

Agreed terms

1. Confidentiality Obligations
	1. Use of Confidential Information

In consideration of the Provider disclosing Confidential Information to the Recipient, the Recipient agrees:

1. to use all Confidential Information appropriately,
2. to keep strictly confidential all Confidential Information (subject to disclosure permitted under clause 2.3);
3. to keep strictly confidential the existence of this agreement; and
4. to comply with the terms of this agreement at all times.
	1. Exclusions

The obligations of confidentiality under this agreement do not extend to information which (whether before or after this agreement is executed):

1. is known to or in the possession or control of the Recipient or a Representative prior to it being disclosed by the Provider; or
2. is public knowledge (except because of a breach of this agreement or the obligations of confidentiality under this agreement).
	1. Permitted Disclosure

The Recipient may disclose Confidential Information to any of its Representatives. In addition, the Recipient may disclose Confidential Information where the disclosure is required by law or any regulator.

* 1. Liability for Disclosure

The receiving party will be liable for any breach of this agreement by any Person to whom it discloses Confidential Information.

1. Ownership of Intellectual Property

The Confidential Information will at all times remain the property of the Provider (or the person that provided it to the Provider), and the Recipient will not at any time contest or dispute the Provider’s (or that person’s) ownership of that Confidential Information.

1. Return of Confidential Information

At any time, either Provider may instruct the Recipient (and the Recipient will comply) to return or destroy all Confidential Information including copies and computer-generated reproductions.

1. Indemnity

The Recipient will indemnify the Provider, the Provider’s Representatives and any Related Party of the Provider against any losses, damages, costs, claims, expenses, liabilities, proceedings or demands which the Provider, its Representatives or its Related Parties may incur or suffer as a result of a breach of this agreement by the Recipient or its Representatives.

1. Restrictions
	1. Non solicitation

The Provider undertakes to the other that except with the prior written consent of the other party, it shall not, and shall procure that its Representatives shall not, for a period of twelve months commencing on the date of this agreement:

1. employ or offer to employ, or enter into a contract for the services of an employee of the other party or any of its Representatives, or procure or facilitate the making of any such offer by any other person; or
2. directly or indirectly interfere, or seek to interfere, with any relationship between the Provider and any of its employees, directors, customers or suppliers.
3. Miscellaneous
	1. Severability

If any part of this agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the validity and enforceability of the remaining parts of this agreement.

* 1. Assignment

Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

* 1. Survival

The parties' obligations under clauses 2, 3 and 6 will survive the expiration of this agreement.

* 1. Governing Law

This agreement will be governed by and construed in accordance with the laws of France.

* 1. Jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of France in relation to this agreement.