

NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of the "Effective Date"

BETWEEN

- a. **iNewtrition Ltd**, a company incorporated in Republic of Ireland (CRO 634860) with its registered address at 13 Cryle View Manor, Killarney Road, V94A5F7, Abbeyfeale, County Limerick, Ireland (the "**Service Provider**") and branded as iNewtrition; and
- b. the "**Company**".

As used herein the "Effective Date" means the date of first engagement or communication between the "**Company**" and the "**Service Provider**".

WHEREAS

- A. The Company intends to engage the Service Provider to provide professional advice and counsel between the Service Provider and the Company (the "**Engagement**"); and
- B. In connection with the Engagement, the Company intends to share and make certain information available to the Service Provider on the terms and conditions as set out in this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. Confidentiality

- 1.1 The Service Provider agrees that all instructions and information, documents and items (in whatever form or medium) provided to the Service Provider for the purpose of carrying out the Engagement (the "**Confidential Information**") are confidential in nature and content, and the Service Provider receives and accepts the same under obligations to maintain the confidentiality thereof.
- 1.2 The Service Provider must take the following steps to maintain the confidentiality of the Confidential Information:
 - (a) The Service Provider must not use the Confidential Information (or any part thereof) for any purpose other than to carry out its obligations under the Engagement;

- (b) The Service Provider must not make or permit or cause to be made copies or reproductions of the Confidential Information (or any part thereof) for any purpose other than to carry out its obligations under the Engagement;
 - (c) The Service Provider must not disclose, divulge, reveal, report, publish, transfer or otherwise communicate the Confidential Information (or any part thereof) to any person other than the employees or nominees of the Company, who have been tasked to oversee that the Engagement is carried out;
 - (d) The Service Provider must take all reasonable precautions to prevent the unauthorised disclosure of the Confidential Information (or any part thereof);
 - (e) The Service Provider must not transport or cause the Confidential Information (or any part thereof) to be transported outside its principal offices, except as is necessary to carry out its obligations under the Engagement and with prior notification to the Company; and
 - (f) The Service Provider must immediately notify the Company of any unauthorised use or disclosure of the Confidential Information (or any part thereof).
- 1.3 The Service Provider will be responsible for ensuring that its employees, agents and/or consultants and the Service Provider's affiliates or subsidiaries comply with the provisions of this Agreement.
- 1.4 The Service Provider undertakes to ensure that any and all employees, agents, consultants of the Service Provider and the Service Provider's affiliates or subsidiaries who are given access to the Confidential Information, reasonably need access to such Confidential Information to carry out its obligations under the Engagement, and that access is given only on the condition that such employees and/or agents must have:
- (a) Entered into legally binding confidentiality obligations with the Service Provider on terms equivalent to those set out in this Agreement (and such obligations extend to the Confidential Information);
 - (b) Been informed of the Service Provider's interest in the Confidential Information and the terms of this Agreement; and
 - (c) Been instructed to treat the Confidential Information as privileged, secret and confidential in accordance with the provisions of this Agreement.

- 1.5 The obligations of confidentiality and non-disclosure herein will not apply or will cease to apply to any Confidential Information disclosed which:
- (a) Is in the public domain at the time of disclosure, or is subsequently made available to the general public through no wrongful act of the Service Provider;
 - (b) Is at any time rightfully obtained by the Service Provider from a third party which has the same in good faith and has the right to pass it on to the Service Provider;
 - (c) Is at any time, without breach of this Agreement, developed by the Service Provider completely independently (to be established by competent proof) of this Agreement;
or
 - (d) Is approved for release by the written authorisation of the Company.

2. No Warranty

All Confidential Information is provided to the Service Provider without any warranty, express, implied or otherwise, including but not limited to any warranties regarding the accuracy or completeness of the Confidential Information, or the performance or non-infringement of third party rights or the merchantability or fitness of the Confidential Information for any particular purpose. Neither the Company nor their affiliates, nominees, consultants, advisors or employees will be liable to the Service Provider for damages incurred pursuant to the latter's use of any part of the Confidential Information.

3. No Licence or Agency

No licence, sale, or assignment to either party under any trade secrets, patents, trademarks or copyrights is granted or implied by this Agreement, or by the conveyance of Confidential Information to either party; nor does this Agreement create any agency between the parties; and none of the Confidential Information which may be transmitted or exchanged by the parties will constitute any representation, warranty, assurance, guaranty, or inducement by either party to the other with respect to the infringement of patents or copyrights or other rights of others.

4. Return / Destruction of Confidential Information

Upon the completion by the Service Provider of its obligations under the Engagement, the Client may at any time deliver written notice (the "**Termination Notice**") to the Service

Provider, setting out the former's election to require all tangible materials in the possession of the Service Provider which contain or reflect any part of the Confidential Information, to be either returned to the Company, or to be destroyed. The Service Provider must, within twenty (20) calendar days from delivery of the Termination Notice, comply with the same.

5. **Term**

The obligation of protecting the Confidential Information (or any part thereof) shall survive the completion by the Service Provider of its obligations under the Engagement until the Company sends the Service Provider a written notice releasing the Service Provider from this Agreement.

6. **No Assignment:**

Neither party shall transfer or assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

7. **Governing Law:**

This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Ireland.

8. **Jurisdiction:**

The Company and the Service Provider agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Ireland. Nothing in this Agreement shall limit the right of either party from bringing proceedings in any other court of competent jurisdiction.

Acknowledged and signed.

For and on behalf of the Service Provider

Printed Name: Raphaëlle Delétang O'Connor

Title: **Director**

Date: 10th June 2020