

This non-disclosure agreement is dated at the submission time on the electronic form below and is made between users of the website at www.peopleperhour.com. For the purposes of enabling the provider of services via such website, as named below (**Freelancer**) to provide professional services to the customer via such website, as named below (**Buyer**) in respect of the particular time based charging contract (**Per Hour Contract**) or the fixed price specific job contract (**Custom Job**) or the pre-packaged service for a fixed price and delivered within fixed timescales (**Offer**) (**Purpose**) the Buyer is to provide the Freelancer with written and oral information subject to the terms of this agreement.

1. DISCLOSURE

1.1 In this agreement, **Confidential Information** means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available whether before or after the date of this agreement (in any form or medium), directly or indirectly, by the Buyer to the Freelancer.

1.2 In consideration of the Buyer agreeing to disclose Confidential Information to the Freelancer, the Freelancer undertakes to the Buyer that it shall:

- (a) keep the Confidential Information secret and confidential;
- (b) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
- (c) only make disclosure of the Confidential Information in accordance with paragraph 1.3 and paragraph 1.4. Any other disclosure can only be made with the Buyer's prior written consent.

1.3 The Freelancer may disclose the Confidential Information to any of its officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose only, provided that:

- (a) the Freelancer procures that each such person to whom the Confidential Information is disclosed to complies with the obligations set out in this agreement as if they were the Freelancer; and
- (b) procures that any such person to whom disclosure is made enters into a confidentiality agreement with the Freelancer on terms equivalent to those contained in this agreement.

1.4 The Freelancer may disclose the Confidential Information to the minimum extent required by:

- (a) any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction;
- (b) the rules of any listing authority or stock exchange on which the Freelancer's shares are listed; or
- (c) the laws or regulations of any country to which the Freelancer's affairs are subject.

2. LIMITATIONS ON OBLIGATIONS

The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Freelancer can show to the Buyer's reasonable satisfaction:

- 2.1 that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Freelancer in breach of this agreement; or
- 2.2 was already lawfully known to the Freelancer before it was disclosed by the Buyer; or
- 2.3 has been received by the Freelancer from a third party source that is not connected with the Buyer and that such source was not under any obligation of confidence in respect of that information.

3. RETURN OF THE CONFIDENTIAL INFORMATION

If requested by the Buyer at any time, the Freelancer shall immediately return to the Buyer all documents and other records of the Confidential Information or any of it in any form that have been supplied to or generated by the Freelancer and is held or stored by the Buyer. If the Confidential Information is stored in electronic form, the Freelancer shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it. The Buyer may request the Freelancer to certify in writing that it has complied with any of the obligations in paragraph 3.

4. TERM AND TERMINATION

Notwithstanding the termination of the Purpose, the obligations of the Freelancer shall continue for a period of five years from the termination of this agreement. The termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.

5. ACKNOWLEDGEMENT AND INADEQUACY OF DAMAGES

The Freelancer acknowledges and agrees that:

5.1 the Confidential Information may not be accurate or complete and the Buyer makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and

5.2 damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Freelancer. Accordingly, the Buyer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

6. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This non-disclosure agreement relates to the exchange of information in connection with "(Custom Job Title)"

Agreed to by the Freelancer

Agreed to by the Buyer