

NON-DISCLOSURE AGREEMENT (INVESTOR VERSION – ONE-WAY)

This Agreement is made on [Insert Date]

BETWEEN:

1. **HomeBid Limited**, a company incorporated and registered in England and Wales with company number [insert number], whose registered office is at [insert registered address] (the "Disclosing Party");
and
2. **[Investor Name]**, of [Investor Address], (the "Receiving Party").

Together, the "Parties".

1. DEFINITIONS

In this Agreement:

1.1 "Confidential Information" means all information, whether written, oral, visual, electronic or in any other form, that is disclosed by the Disclosing Party to the Receiving Party, or otherwise comes to the Receiving Party's knowledge, relating to:

- business plans, strategies, and operations of HomeBid Limited;
- investor materials, including documents from <https://investors.home-bid.co.uk/>;
- technical data, algorithms, source code, software architecture, pricing models;
- proprietary methodologies and concepts relating to HomeBid's bidding platform and technologies;
- all intellectual property, whether registered or unregistered;
- customer or supplier lists, financial data, market information; and
- any other information that is reasonably understood to be confidential or proprietary.

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 The Receiving Party shall:

- (a) keep the Confidential Information strictly confidential and not disclose it to any third party without prior written consent of the Disclosing Party;
- (b) use the Confidential Information solely for the purpose of evaluating a potential investment in HomeBid Limited ("Permitted Purpose");
- (c) take all reasonable measures to protect the confidentiality of the information (including those taken to protect its own confidential information); and
- (d) restrict disclosure to its representatives (e.g., professional advisors) who:
 - (i) have a strict need to know for the Permitted Purpose;

- (ii) are under legally binding confidentiality obligations; and
 - (iii) are informed of the confidential nature of the information.
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3. EXCLUSIONS

3.1 This Agreement does not apply to information which:

- (a) is or becomes public through no breach of this Agreement;
 - (b) was lawfully known to the Receiving Party prior to disclosure;
 - (c) is lawfully obtained from a third party without restriction; or
 - (d) is independently developed without reference to the Confidential Information.
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4. RETURN OR DESTRUCTION

Upon request, the Receiving Party shall promptly:

- (a) return or destroy all documents and materials (in any form) containing Confidential Information; and
 - (b) confirm in writing that it has complied with this clause.
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5. INTELLECTUAL PROPERTY

5.1 All intellectual property rights in the Confidential Information remain the exclusive property of the Disclosing Party.

5.2 Nothing in this Agreement shall be construed as granting any licence or rights to use the Confidential Information or any IP, except as strictly necessary for the Permitted Purpose.

6. NO INVESTMENT OBLIGATION

6.1 Nothing in this Agreement obligates either Party to proceed with any investment, transaction, or other business relationship.

7. DURATION

7.1 This Agreement shall commence on the date of signature and continue for a period of **3 years** unless terminated earlier in writing.

7.2 The confidentiality obligations shall survive termination for a further **5 years**, or indefinitely in relation to trade secrets.

8. REMEDIES

8.1 The Receiving Party acknowledges that damages may be an inadequate remedy for breach. The Disclosing Party shall be entitled to seek injunctive relief or other equitable remedies without proof of special damages.

9. GOVERNING LAW & JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**.

9.2 The courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute arising under or in connection with this Agreement.

10. GENERAL

10.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter.

10.2 No variation shall be effective unless in writing and signed by both Parties.

10.3 If any provision is found to be unenforceable, it shall be severed and the remainder shall continue in full force.
