

**THIS AGREEMENT** is made on CLICK HERE THEN ARROW

**BETWEEN:**

(1) whose principal place of Choose an item. is OVERWRITE ADDRESS HERE and

(2) Paul Gardner | PAREGASO GROUP Ltd, whose principal place of business is Berkhamsted House, 121 High Street, Berkhamsted, Hertfordshire HP5 2DJ

# RECITAL

The parties wish to hold discussions regarding the possible loan or equity investment into PAREGASO GROUP Ltd, owner of builtcareers.com ("the Purpose") during which each have disclosed or will disclose information to the other which is considered by the disclosing party to be of a confidential or commercially sensitive nature.

**IT IS HEREBY AGREED** as follows:

1. In this Agreement the following expressions shall have the following meanings:

"Confidential Information" shall mean information relating to a party and provided by one party (either directly or indirectly) to the other in connection with the Purpose (whether so disclosed before or after the date of this Agreement) and shall include (but not be limited to) technical, financial or operational information, data or know-how, business ideas and opportunities, customer lists, pricing information, product information, processes, technology, technical, design and commercial data and whether or not disclosed in writing or reproduced electronically or graphically and whether stored on disk or on computer or otherwise howsoever.

"the Disclosing Party" shall mean the party disclosing the Confidential Information.

"the Receiving Party" shall mean the party receiving the Confidential Information.

2. The Receiving Party hereby undertakes that:-

 2.1 except as provided in paragraphs 3 or 4 or as previously authorised in writing by the Disclosing Party, it will not at any time make any use of, or disclose to any third party, Confidential Information other than for the Purpose.

 2.2 any information obtained from the use or evaluation of such information by the Receiving Party will be treated as information which is subject to the provisions of 2.1 above; and

 2.3 the Receiving Party will procure that none of its representatives (including, but not limited to, its directors, officers, employees, consultants and any professional advisers to whom the Receiving Party may, in accordance with these provisions, disclose such information) does any act which, if done by the Receiving Party, would be a breach of the provisions of 2.1 or 2.2 above.

3. The Receiving Party may subject as hereinafter provided disclose Confidential Information to those of its professional advisers whom it wishes to consult in connection with the Purpose provided that prior to such disclosure it informs such professional advisers of the obligations of confidentiality regarding the disclosure of such information and obtains from them an undertaking for the benefit of the Disclosing Party to abide by the terms of this Agreement in relation to such information.

4. The Receiving and Disclosing Parties are forbidden from identifying, verbally or in writing, nor allowing materials that might identify co investors or providers of debt finance or other financial instruments without the permission of Paul Gardner or his lawyers whose permission which must be given in writing. Such permission is not to be unreasonably withheld.

5. The undertaking hereby given shall not prevent the Receiving Party disclosing to any third party, or using, any Confidential Information disclosed to it or obtained by it from the use or evaluation of such information if and only to the extent that: -

 5.1 it is already in the public domain; or

 5.2 it is at the time of being so disclosed or obtained, or at any time thereafter and through no fault of the Receiving Party or any party to whom it discloses such information becomes, public knowledge; or

 5.3 it is, at any time after being so disclosed or obtained, disclosed to the Receiving Party by any third party otherwise than in breach of any obligation of confidentiality owed by that third party to the Disclosing Party (so far as the Receiving Party is aware without making specific enquiry).

 5.4 it is required to be disclosed pursuant to law or regulation or by any competent judicial, governmental or regulatory body provided that the Receiving Party shall so far as lawful and practicable promptly notify the Disclosing Party if Confidential Information is required to be disclosed and cooperate with them regarding the manner, scope or timing of such disclosure.

6. In this Agreement, unless the context otherwise required, each reference to the Disclosing Party or the Receiving Party shall be deemed to include a reference to any other member of its group: and for the purposes of the foregoing, “group” means, in relation to any company, any other company which at the relevant time is its holding company or subsidiary (within the meaning of section 1159 of the UK Companies Act 2006) or the subsidiary of any such holding company; and “member” has a corresponding meaning.

7. The obligations set out in this agreement shall, save and to the extent provided herein, continue to apply for a period of 4 years.

8. Save as required to be retained or maintained by law or regulation or by any competent judicial, governmental or regulatory body, at the conclusion of the Purpose or the evaluation in respect thereof, or otherwise at the request of the Disclosing Party, the Receiving Party shall immediately return or procure the return to such Disclosing Party of all information and data disclosed hereunder along with any copies thereof in its possession and / or control, or, at the Disclosing Party’s written request and sole discretion destroy the same.

9. Without prejudice to any other rights or remedies that either party may have, the Receiving Party acknowledges and agrees that:

 9.1 the Disclosing Party and other companies in its group may be irreparably harmed by a breach of any of the provisions of this agreement;

 9.2 damages may not be an adequate remedy for any such breach;

 9.3 the Disclosing Party and any other relevant company in its group shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement by the Receiving Party;

 9.4 no proof of special damages shall be necessary for the enforcement of this Agreement;

 9.5 each of its obligations under this agreement is severable and distinct and to the extent that any particular provision is held to be unenforceable all the remaining provisions shall continue to apply;

 9.6 its obligations under this agreement shall continue notwithstanding any decision which it may take to terminate negotiations or discussions between the parties; and

 9.7 the Disclosing Party gives no warranty and makes no representation as to the accuracy or otherwise of the Confidential Information save as may subsequently be agreed.

10. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder or otherwise.

11. No term condition or provision of this Agreement shall be enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who is not a party to it.

12. This Agreement shall be governed by and interpreted in accordance with the laws of England and the parties hereby submit themselves to the non-exclusive jurisdiction of the English and Welsh Courts in relation to any claim or dispute (including any non-contractual dispute).

Name

Signed for and on behalf of

SIGN ABOVE AND PRINT NAME HERE

Position: POSITION IN FIRM OR STATE NONE Date: CLICK HERE THEN ARROW

Name

 Paul Gardner

Signed for and on behalf of

Paul Gardner

Position: Director Date: CLICK HERE THEN ARROW