



EAST END TRADES GUILD

PRIVATE & CONFIDENTIAL

_____ [Insert date]

For the attention of: [●]

[Insert name and address of counterparty]

Dear [Sirs or Madams] [OR] [●] [Insert name],

INVOLVEMENT WITH EAST END TRADES GUILD LTD

[As a “super-user” (i.e. street rep) of the RentCheck application, you need to access the control panel of the RentCheck application so that you can manage users and rental data (the “Purpose”).]

We, and our Representatives, may provide you with certain Confidential Information in connection with your interest in the Purpose and we wish to ensure that this Confidential Information remains confidential and is not used by you or any of your Representatives for any purpose other than the Purpose.

In consideration of our agreeing to disclose Confidential Information to you, you agree with and undertake to us and each Group Company, each of whom will be entitled to rely upon and enforce all the terms of this letter agreement directly against you and your Representatives, as follows.

I. DEFINITIONS AND INTERPRETATION

I.1 In this letter agreement, unless the context otherwise requires:

- (a) “**Affiliate**” means, in relation to a body corporate, any subsidiary or holding company of such body corporate, and any subsidiary of any such holding company, in each case from time to time;
- (b) “**Business Day**” means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary banking business;
- (c) “**Confidential Information**” means:
 - (i) [all business, technical, financial, operational, administrative, customer, marketing, legal, economic and other information in whatever form (including in written, oral, visual or electronic form) relating to the Group that is directly or indirectly

disclosed, whether before, on or after the date of this letter agreement, to you or any of your Representatives, by us or any of our Representatives or which comes to your attention in connection with the Purpose;]

- (ii) [all information in whatever form (including in written, oral, visual or electronic form) relating to the existence, status or progress of the Purpose including the existence and contents of this letter agreement and the fact that discussions and negotiations may be taking place in relation to the Purpose;]
 - (iii) [the personal data of all users recorded in the RentCheck application database, namely: full name, business name, phone number (optional), email address, business address, website address (optional), social media details (optional) and password;]
 - (iv) [the activity history of each user of the RentCheck application (e.g., when the user profile was created, edited, verified, banned or changed role);]
 - (v) [all commercial rental data stored in the database;] and
 - (vi) all documents that contain or reflect or are generated from any of the foregoing and all copies of any of the foregoing;
- (d) **“Group”** means the Company and each of its subsidiaries from time to time;
 - (e) **“Group Company”** means any member of the Group;
 - (f) **“Representatives”** means, in relation to a party, its Affiliates and their respective directors, officers, employees, agents, consultants and advisers;
 - (g) **“holding company”** and **“subsidiary”** mean **“holding company”** and **“subsidiary”** respectively as defined in section 1159 of the Companies Act 2006 and **“subsidiary undertaking”** means **“subsidiary undertaking”** as defined in section 1162 of the Companies Act 2006;
 - (h) references to a **“person”** includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
 - (i) words introduced by the word **“other”** shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
 - (j) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words **“includes”** and **“including”** shall be construed without limitation.

2. DUTY OF CONFIDENTIALITY

- 2.1 You will hold the Confidential Information in strict confidence and will not disclose, reproduce or distribute any Confidential Information in whole or in part, directly or indirectly, (or permit any of the foregoing) to any persons, other than to your Representatives to the extent that such disclosure, reproduction or distribution is strictly necessary for the Purpose.
- 2.2 Neither you nor any of your Representatives will, without our prior written consent use any Confidential Information for any purpose other than the Purpose or make, permit or assist any other person to make any public announcement in relation to the Purpose.
- 2.3 You will take all reasonable steps to ensure that proper and secure storage is provided for all Confidential Information to protect against theft or unauthorised access and immediately inform

us if you or any of your Representatives become aware or suspect that Confidential Information has been disclosed to or has come into the possession of any unauthorised person.

- 2.4 The undertakings given by you in this letter agreement are given on your own behalf and on behalf of each of your Representatives with their full knowledge and authority. You shall ensure that each of your Representatives is informed of the terms of this letter agreement and you shall procure that each of your Representatives adheres to the terms of this letter agreement as if it had entered into this letter agreement in your place (notwithstanding that it is not a party hereto) and you will be responsible to the extent that any of your Representatives does not do so.

3. PERMITTED DISCLOSURE

- 3.1 The undertakings in paragraphs 2.1 and 2.2 will not apply to Confidential Information which you can establish to our reasonable satisfaction:

- (a) is, at the time of disclosure to you or one of your Representatives, or subsequently becomes, public knowledge (other than as a direct or indirect result of the information being disclosed in breach of this letter agreement) and could be obtained by any person with no more than reasonable diligence;
- (b) was known to you or one of your Representatives before the date of this letter agreement and such person was not under any obligation of confidence in respect of that information; or
- (c) you or one of your Representatives found out from a source not connected with us or any of our Representatives and which is not under any obligation of confidence in respect of that information.

- 3.2 The undertakings in paragraphs 2.1 and 2.2 will not apply to any disclosure of Confidential Information that is required by any law or regulation of any country with jurisdiction over the affairs of any Group Company, any stock exchange or competent governmental or regulatory authority or any order of any court of competent jurisdiction.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Where you determine that you do not wish to proceed with the Purpose or where we, in our sole discretion, at any time, so demand in writing, you and each of your Representatives will within five Business Days destroy or return to us (at our sole election) any documents containing Confidential Information and use all reasonable endeavours to expunge all Confidential Information from any computer, word processor or other device containing Confidential Information.

5. GENERAL

- 5.1 You agree that no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of the Confidential Information.
- 5.2 Without prejudice to any other rights or remedies that we each may have, you acknowledge and agree that a person with rights under this letter agreement may be irreparably harmed by any breach of its terms and that damages alone may not be an adequate remedy. Accordingly, a person bringing a claim under this letter agreement 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 letter agreement.
- 5.3 You may not assign this letter agreement or any of your rights or obligations hereunder without our prior written consent.
- 5.4 No variation or amendment of this letter agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties.

- 5.5 Any notice or other communication given under this letter agreement or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed to the registered office of the addressee.
- 5.6 A person who is not a party to this letter agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 5.7 This letter agreement may be executed in any number of counterparts. Each counterpart shall constitute an original of this letter agreement but all the counterparts together shall constitute but one and the same instrument.
- 5.8 This letter agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

Please confirm that you agree to the terms set out in this letter agreement by signing and returning to us the enclosed duplicate copy.

Yours faithfully,

For and on behalf of [EAST END TRADES GUILD LTD]

We acknowledge receipt of this letter agreement and agree to be bound by its terms

For and on behalf of [Insert name of counterparty]

_____ [Insert date]