

This Agreement relates to the confidentiality agreed upon for the JOB:
test for NDA listed by Crayfish on 28th June 2019

Non-Disclosure Agreement

This non-disclosure agreement (“Agreement”), dated as of the submission time in the electronic form below is made between the USER of the Crayfish.io site who is the provider of the professional services (“SERVICE PROVIDER”) and the user of such professional services (“CLIENT”).

For the purposes of enabling the Service Provider to provide the professional services to the Client, the Client has agreed to provide the Service Provider with written and oral information (“Confidential Information”) concerning the POSTED JOB (“Job”) which the Client is to complete (“Contest”) subject to the terms of this Agreement.

The parties agree as follows:

1. The Confidential Information shall be kept in strict confidence by the Service Provider and shall not be used, without the Client’s prior written consent, for any purpose other than in connection with the completion of the Job. The Confidential Information shall not be disclosed to any persons other than those Representatives (as defined below) who have a need to know. “Representatives” shall mean the affiliates, directors, officers, employees, professional advisers and agents of the Service Provider. The Service Provider shall inform its Representatives of the confidential nature of the Confidential Information and shall direct its Representatives to hold the Confidential Information in strict confidence.
2. The restrictions in paragraph 1 shall not apply to any information which: (a) is or becomes generally available to the public through no violation of this Agreement; (b) was available to the Service Provider on a non-confidential basis prior to its disclosure to the Service Provider by the Employer; (c) becomes available to the Service Provider on a non-confidential basis from a source other than the Client provided that such source is not bound by an Agreement with the Client; or (iv) is required to be disclosed to any court, regulatory authority, other governmental authority or pursuant to any requirement of law.
3. At the request of the Client, the Service Provider shall return all Confidential Information received from the Client and shall not retain any copies of, or other reproductions or extracts of, the Confidential Information, except as it may retain in accordance with prudent business practices (any retained material shall remain subject to the provisions of this Agreement without any time limit).
4. The Service Provider acknowledges and agrees that the Client is not making any representation or warranty, express or implied, as to the accuracy, correctness or completeness of the Confidential Information. The Service Provider agrees that neither the Client nor any of its affiliates, directors, officers, employees, professional advisers or agents shall have liability to the Service Provider resulting from the use of the Confidential Information by the Service Provider or the Representatives.
5. Notwithstanding any other remedies which may be available to the Client, the Service Provider indemnifies and must keep the Client indemnified against any

loss or expense suffered or incurred by the Client directly or indirectly in connection with or arising out of or as a result of the breach by the Service Provider or its Representatives of any of the terms of this Agreement.

6. This Agreement is governed by and shall be construed in accordance with the laws of the England & Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the England & Wales. The duration of this Agreement is 12 (twelve) months from the date of this Agreement.
7. For the avoidance of doubt, Crayfish International Limited and any related companies or companies within Crayfish group are not in any way whatsoever a party to this confidentiality agreement which is between the Service Provider and the Client only.
8. This Agreement shall not be amended or modified, and none of the provisions shall be waived, except in writing signed on behalf of the parties or, in the case of a waiver, on behalf of the party making the waiver.

Agreed to by the Service Provider
Crayfish on the 28th June 2019