

NON-DISCLOSURE AGREEMENT

Note: This document is a Non-Disclosure Agreement only. A separate contract will be required whenever:

- **goods or services** are being provided by or to Barclays;
- any **payment** is being made by or to Barclays;
- any **personal data** is being transferred by or to Barclays; or
- any **intellectual property** is being created or licensed by either party to the other (**including any rights to use Barclays' name or logo**).

Barclays:	Name:	Barclays Services Limited
	Company registration details:	Registered in England and Wales under company registration no. 1767980
	Registered address:	1 Churchill Place, London, E14 5HP
Principal Counterparty:	Name: <i>(Full corporate or personal name of other party)</i>	Morris & Spottiswood Limited
	Registered address: <i>(or home address where individual)</i>	54 Helen Street, Glasgow G51 1BU
	Country of registration: <i>(leave blank where counterparty is an individual)</i>	United Kingdom
	Company registration number: <i>(leave blank where counterparty is an individual)</i>	SCO46129
Effective Date: <i>(Date from which information is first being disclosed under this agreement – this can start before, after or on the date of signature)</i>	20 th December 2018	
Project:	<i>Discussions in relation to the Barclays Retail Capital Construction RFP</i>	

Barclays and the Counterparty have entered into discussions regarding the Project and it is envisaged that each party may from time to time receive Information (as defined below) relating to the other in respect thereof. The parties have agreed that any dealings between them shall be subject to this Agreement, the terms of which are contained on the following pages.

Morris & Spottiswood Ltd have extended these discussions to potential delivery team sub-counterparties who by signature hereunder undertake and remain bound by the same agreement terms.

Executed by the parties or their respective duly authorised representatives on the date of this Agreement.

Sub- Counterparty:	Name	For and on behalf of the Counterparty: Rainbow Blinds & Fabrics limited
	Address	61 Canyon Road, Netherton Ind Est, Wishaw, ML2 0EG
	Country of Registration	Scotland
	Registration Number	SC191505
	Date Signed	23/01/2019

Signed on behalf of the Sub-Counterparty:	
Signature	S t e p h e n B o y c e
Name	Stephen Boyce
Designation	Contracts Manager
For and on behalf of Morris & Spottiswood:	
Signature	
Name	
Designation	

TERMS OF NON-DISCLOSURE AGREEMENT

1 Definitions and Interpretation

1.1 In this Agreement the following definitions shall apply:

Affiliate means, in relation to a party, any person or entity Controlling, Controlled by or under common Control with such party from time to time;

Barclays Competitor means any bank or building society, or any other entity that carries on banking services, insurance services, credit or debit card issuing, card acquiring services, payment services, asset management or investment banking, or any entity Controlled by, Controlling, or under common Control of, any such entity;

Confidential Information means Information relating to one party or any of its Related Parties (**Disclosing Party**) (and/or the business carried on or proposed or intended to be carried on by the Disclosing Party) which is made available in connection with the Project to the other party (**Receiving Party**) (or any of its Related Parties) by the Disclosing Party (or any of its Related Parties), whether on or after the Effective Date, including any information, analysis or specifications derived from, containing or reflecting such information, but excluding any Information that the Receiving Party could not reasonably be expected to consider to be confidential or commercially sensitive;

Control means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 30% of the voting securities of a second entity shall be deemed to control that second entity. The terms **Controlling** and **Controlled** shall have a corresponding meaning;

Information means all information including, without limitation, any Intellectual Property Rights, information relating to systems, operations, plans, intentions, market opportunities, customers, suppliers, know-how, trade secrets and business affairs, business methods and business concepts in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not;

Intellectual Property Rights means:

- (a) any copyright, design rights, patents, Inventions, logos, business names, service marks and trade marks, Internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off;
- (b) applications for registration and the right to apply for registration for any of these rights; and
- (c) all other intellectual property rights and equivalent or similar forms of protection,

existing anywhere in the world;

Invention means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium;

Permitted Purpose means any discussions or negotiations between the parties concerning the Project;

Related Party means, in relation to either party, any Affiliate of that party, or any director, officer, employee, agent, professional adviser (including solicitors, auditors, insurers and accountants), contractor or subcontractor of that party or of any Affiliate of that party.

2 Confidential Information

2.1 The Receiving Party shall treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party shall only use the Confidential Information for the Permitted Purpose.

2.3 Notwithstanding clauses 2.1 and 2.2, the Receiving Party may disclose Confidential Information to its Related Parties (subject to clause 2.8), but only:

- (a) to those Related Parties who strictly need to know the Confidential Information for the Permitted Purpose; and
- (b) where such Related Parties are made aware prior to the disclosure of any part of the Confidential Information that that information is confidential and where the Receiving Party ensures that they owe a duty of confidence on materially the same terms as contained in this Agreement.

2.4 The Receiving Party shall at all times remain liable for any actions of any Related Parties in relation to any Confidential Information.

2.5 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 Notwithstanding whether or not the Receiving Party (or any Affiliate or Related Party) uses the Confidential Information in accordance with this Agreement (including modifying or further developing any Confidential Information), all Confidential Information shall remain the property of the Disclosing Party (or its licensors) and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its licensors), including Intellectual Property Rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

2.7 The Disclosing Party warrants and represents that, so far as it is aware, it has the right to distribute the Confidential Information to the Receiving Party in the format it provides it.

2.8 If there is a change of Control of the Counterparty to a Barclays Competitor then the Counterparty will not, without Barclays' prior written consent, directly or indirectly communicate or disclose (whether in writing, orally or in any other manner) Confidential Information disclosed to it by Barclays (or any of its Related Parties) to that entity.

3 Exceptions

3.1 The provisions of clause 2 (Confidential Information) above shall not apply to any Confidential Information which:

- (a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Related Parties contrary to the terms of this Agreement);
- (b) was lawfully in the possession of the Receiving Party or any of its Related Parties (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as

- to its use or disclosure prior to its being so disclosed;
- (c) following such disclosure by the Disclosing Party, becomes available to the Receiving Party or any of its Related Parties (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party (or any of its Related Parties), which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information; or
- (d) is required to be disclosed by law or governmental regulation or by any competent body or authority to which the Receiving Party submits, provided that the Receiving Party shall (to the extent permitted by applicable law) notify the Disclosing Party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.
- 3.2 Confidential Information shall not be exempted under clause 3.1 from the confidentiality obligations in clause 2 (Confidential Information) by reason only that:
- (a) some or all of its features (but not the combination and principle thereof) are or become publicly available or are in the possession of or become available to the Receiving Party in the manner stated in clause 3.1; or
- (b) such information could be derived or obtained from information which is or becomes publicly available or is in the possession of or becomes available to the Receiving Party in the manner stated in clause 3.1 if to obtain or derive it would require substantial skill, labour or expense.
- 4 Records and return of information**
- 4.1 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to a reasonable standard and to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure or use as permitted in accordance with this Agreement, or reasonable backups (any such copies being subject to the provisions of this Agreement to the same extent as the original).
- 4.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information received and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 4.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party:
- (a) return all written Confidential Information (including all copies); and
- (b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3 (Confidential Information)).
- 4.4 The obligations in clause 4.3 shall not apply to the extent that (and only for so long as):
- (a) it is necessary to retain copies for the purpose of providing information to any regulatory authority or complying with any applicable regulatory requirements; or
- (b) expunging or destroying any Confidential Information from any form of electronic storage would require an unreasonable degree of effort and/or expense,
- in both cases, provided that any such Confidential Information shall be retained in accordance with the terms of this Agreement and no further commercial use (whether internal or involving external transmission) shall be made of any such Confidential Information.
- 4.5 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clauses 4.3 and 4.4.
- 5 Announcements**
- 5.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Project without the prior written consent of the other party.
- 5.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.
- 6 Duration**
- The obligations of each party and its Related Parties under this Agreement shall continue and shall survive the termination of any discussions or negotiations between the parties regarding the Project. In relation to each item of Information disclosed, they shall continue until the latter of:
- (a) that Information ceasing to be confidential information by virtue of clauses 3.1(a) to 3.1(d) (subject to clause 3.2) applying to that Information; or
- (b) five years from the date of disclosure by the Disclosing Party.
- 7 Representations**
- 7.1 Each party agrees that any Information made available to the Receiving Party or any of its Related Parties for the purpose of negotiations or discussions in relation to the Project will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party unless the parties expressly agree otherwise.
- 7.2 Except in the case of fraudulent misrepresentation and subject to clause 2.7 above, the Disclosing Party accepts no responsibility for, nor makes any representation or warranty, express or implied, with respect to, the accuracy, reliability or completeness of any Information made available to the Receiving Party or any of its Related Parties.
- 8 Adequacy of Damages**
- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or any of its Related Parties, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 9 Third Party Rights**
- 9.1 Subject to clause 9.2, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 9.2 Each and every obligation of the Receiving Party under this Agreement is owed to the Disclosing Party and to each of its Affiliates. Such Affiliates may enforce the

terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999. References to the Disclosing Party in the context of the Receiving Party's obligations shall be construed accordingly.

- 9.3 If a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.

10 General

- 10.1 Neither party may assign the benefit of this Agreement or any interest hereunder without the prior written consent of the other, save that Barclays may assign or novate any or all of its rights and obligations under this Agreement in whole or in part to any of its Affiliates or to the successor to the whole or a part of Barclays business.

- 10.2 This Agreement may be entered into by any number of counterparts and by the parties on separate counterparts, all of which taken together will constitute one single agreement between the parties. Counterparts executed by facsimile shall be sufficient for these purposes. An electronic copy of a signature received in Portable Document Format (PDF) or a copy of a signature received via a fax machine shall be deemed to be of the same force and effect as an original signature on an original executed document.

- 10.3 Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the party granting it and is communicated to the other party.

- 10.4 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

- 10.5 Each party shall at the request and cost and expense of the other party, sign all documents and do all other acts, which may be necessary to give full effect to this Agreement.

- 10.6 This Agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.

- 10.7 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it and any other documents entered into on the date of this Agreement) between the parties made by or on behalf of any other party before the date of this Agreement. Each party waives all rights and remedies which, but for this clause 10.7 might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

- 10.8 This Agreement and any non-contractual obligation arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of English courts. Nothing in this clause limits the right of either party to bring interim

proceedings arising out of or in connection with this Agreement:

- (a) in any other court of competent jurisdiction; or
- (b) concurrently in more than one court of competent jurisdiction.