

# MASTER GLOBAL NON-DISCLOSURE AGREEMENT (UK and EU)

## (Comprehensive Intellectual Property & Confidential Information Protection Agreement)

This Master Global Non-Disclosure Agreement (“Agreement”) is entered into as of the Effective Date of access, download, or receipt of any materials transmitted via the Fosite platform (“Effective Date”), by and between:

**Disclosing Party:** The individual or entity uploading, transmitting, or sharing materials via Fosite.

**Receiving Party:** The individual or entity accessing, downloading, reviewing, or otherwise obtaining such materials.

Each a “Party” and collectively the “Parties.”

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### 1. PURPOSE

The Disclosing Party may disclose proprietary, confidential, creative, technical, financial, or strategic information to the Receiving Party solely for evaluation, collaboration, licensing discussion, investment review, advisory services, acquisition consideration, or other expressly permitted commercial purpose (the “Purpose”).

No other use is authorized.

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### 2. DEFINITIONS

#### 2.1 Confidential Information

“Confidential Information” means any non-public information disclosed directly or indirectly, in any format (digital, oral, written, visual, encrypted, metadata-based), including but not limited to:

#### A. Business & Strategic Information

- Business plans
- Investor materials
- Financial statements and forecasts
- Pricing models
- Market strategies
- Customer and supplier data

- Commercial negotiations
- Internal corporate records

## **B. Technical & Engineering Materials**

- Technical specifications
- Algorithms
- Source code
- Software architecture
- AI models
- System designs
- Product prototypes
- Industrial designs
- Research data
- Patentable concepts (filed or unfiled)

## **C. Literary & Written Works**

- Manuscripts
- Scripts
- Books
- Treatments
- Articles
- Drafts
- Research notes

## **D. Creative & Media Works**

- Artworks
- Illustrations
- Photographs
- Music compositions
- Sound recordings
- Video files

- Film footage
  - Digital media
  - Animations
  - NFTs or tokenised creative works
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### **3. LEGAL FRAMEWORK**

This Agreement shall be interpreted consistently with and enforceable under:

- **Copyright, Designs and Patents Act 1988**
- UK Trade Secrets (Enforcement, etc.) Regulations 2018
- **Directive (EU) 2016/943**
- **Directive 2001/29/EC**
- **Directive (EU) 2019/790**
- **Berne Convention for the Protection of Literary and Artistic Works**
- TRIPS Agreement (WTO framework)
- Applicable national copyright, design, database, and unfair competition laws

Nothing in this Agreement limits stronger mandatory protections available under local law.

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### **4. OBLIGATIONS OF RECEIVING PARTY**

The Receiving Party shall:

1. Maintain strict confidentiality.
2. Use the Confidential Information solely for the Purpose.
3. Not copy, reproduce, distribute, publish, display, transmit, or exploit.
4. Not reverse engineer, decompile, disassemble, extract logic, or analyze for replication.
5. Not train artificial intelligence or machine learning systems using the materials.
6. Not create derivative works.
7. Not file intellectual property registrations based on disclosed materials.
8. Implement reasonable technical and organisational security measures.

9. Immediately notify the Disclosing Party of any suspected breach.
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## **5. INTELLECTUAL PROPERTY OWNERSHIP**

All intellectual property rights remain the exclusive property of the Disclosing Party, including:

- Copyright
- Moral rights
- Trade secrets
- Database rights
- Design rights (registered & unregistered)
- Patent rights
- Performer rights
- Neighboring rights
- Rights in data compilations
- Digital asset rights

No license, assignment, or transfer is granted except as strictly necessary for the Purpose.

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## **6. MORAL RIGHTS**

The Receiving Party acknowledges:

- Right of attribution
- Right to integrity
- Right against derogatory treatment

Where waivers are not legally permissible, rights remain fully enforceable.

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## **7. EXCLUSIONS**

Confidential Information does not include information that:

- Is lawfully publicly available (not through breach).
- Was lawfully known prior to disclosure.

- Is independently developed without reference.
  - Must be disclosed by court order (with prompt notice).
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## **8. DATA PROTECTION**

Where personal data is involved, Parties shall comply with:

- UK GDPR
- EU GDPR (Regulation (EU) 2016/679)
- Applicable data protection legislation

Disclosure does not constitute authorization to process personal data beyond the Purpose.

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## **9. TERM & SURVIVAL**

- Confidentiality obligations: minimum 10 years.
- Trade secrets: indefinite protection.
- Copyright: statutory term (life + 70 years UK/EU).
- Moral rights: as defined by law.

Termination of discussions does not terminate obligations.

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## **10. REMEDIES**

The Disclosing Party is entitled to:

- Immediate injunctive relief
- Specific performance
- Equitable remedies
- Monetary damages
- Account of profits
- Legal costs recovery

Irreparable harm is presumed upon breach.

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## **11. NO WAIVER**

Failure to enforce any provision shall not constitute waiver.

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## **12. SEVERABILITY**

If any provision is invalid, remaining provisions remain enforceable.

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## **13. GOVERNING LAW & JURISDICTION**

Unless otherwise agreed in writing:

- Governing Law: Laws of England and Wales.
- Jurisdiction: Courts of England and Wales.

Nothing prevents enforcement in other competent jurisdictions where infringement occurs.

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## **14. ELECTRONIC ACCEPTANCE**

Acceptance through digital click-through, encrypted file access, or authenticated access via Fosite constitutes legally binding agreement under:

- Electronic Communications Act 2000 (UK)
  - eIDAS Regulation (EU) 910/2014
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## **15. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding regarding Confidential Information and supersedes prior discussions.