


**CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT**

This Agreement is made on

Between:

(1) Home and Away Student Services Ltd, a company incorporated and registered in England and Wales (Company No. 08558801), whose registered office is at 467 Rainham Road South, Dagenham, Essex, RM10 7XJ, and trading address at Unit 1, 28 Plumstead Common Road, London, SE18 3TN (hereinafter referred to as "HASS"); and

(2) Londonist DMC Ltd, a company incorporated and registered in England and Wales (Company No. 08392889), whose registered office is at 5 Great James Street, London, WC1N 3DB (hereinafter referred to as "LDMC").

HASS and LDMC are together referred to as "the Parties" and individually as a "Party."

1. Purpose

The Parties wish to collaborate in the provision of student accommodation services, including but not limited to host family placements and other accommodation solutions (the “Purpose”).

In the course of this collaboration, each Party may disclose to the other confidential business information and/or introduce contacts, host families, accommodation providers, student agents, or other commercial relationships.

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2. Definitions

2.1 Confidential Information

Means all information disclosed by one Party to the other, whether orally, in writing, electronically, or otherwise, including but not limited to pricing, client and agent details, host family information, accommodation providers, operational processes, business methods, and commercial arrangements.

2.2 Introduced Party

Means any host family, homestay provider, accommodation provider, student agent, client, or other contact introduced by one Party to the other in connection with the Purpose.

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3. Confidentiality Obligations

Each Party agrees to:

a) Keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the disclosing Party;
b) Use the Confidential Information solely for the Purpose;
c) Take all reasonable steps to protect the confidentiality of the Confidential Information; and
d) Ensure that its employees, agents, and contractors comply with the obligations contained in this Agreement.

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4. Non-Circumvention

a) Each Party agrees that it shall not, directly or indirectly, contact, solicit, approach, or enter into any commercial arrangement with an Introduced Party without the prior written consent of the Party that made the introduction.

b) This non-circumvention obligation shall apply during the term of this Agreement and for a period of two (2) years following its termination.

c) For the avoidance of doubt:

- Where HASS introduces host families or homestay providers to LDMC, LDMC shall not contract with or engage those providers except through collaboration with HASS.
- Where LDMC introduces student agents to HASS, HASS shall not contract with or engage those agents except through collaboration with LDMC.

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5. Exceptions

The obligations under this Agreement shall not apply to Confidential Information that:

a) Was lawfully known to the receiving Party prior to disclosure, provided that both the receiving Party and the Introduced Party confirm in writing the existence, nature, and date of their prior relationship, and such confirmation is acknowledged by the introducing Party before any direct engagement takes place;
b) Becomes publicly available other than through a breach of this Agreement; or
c) Is required to be disclosed by law or regulation, provided that prior written notice is given to the other Party where legally permitted.

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6. Duration and Termination

This Agreement shall commence on the date first written above and shall remain in force until terminated by either Party upon thirty (30) days' written notice.

The confidentiality and non-circumvention obligations shall survive termination for a period of two (2) years.

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7. No Partnership or Agency

Nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have authority to bind the other or incur liabilities on its behalf.

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8. Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

9. Signatures

**Signed for and on behalf of Home and Away Student Services Ltd**

Name: _____

Title: _____

Signature: _____

Date: _____

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**Signed for and on behalf of Londonist DMC Ltd**

Name: _____

Title: _____

Signature: _____

Date: _____