



CONFIDENTIALITY POLICY

You acknowledge that in the course of your role you may have access to and you will be entrusted with information related to the business, finance, processes, plans, clients, customers or affairs of the company and that such information may be confidential and important to the company.

In this document such information is called "Confidential Information" and includes, but is not limited to: information indicated as confidential or secret; information which is confidential or secret to the company; information relating to the Company which a reasonable person would conclude on balance was intended or likely to be regarded as confidential; and information given to the company in confidence by another party likely to be or which a reasonable person would conclude on balance was intended or likely to be regarded as confidential by that other party.

You acknowledge that the disclosure (directly or indirectly) of any Confidential Information to actual or potential competitors of the company or to the press or other media or to the public or any part of it would place the company at a disadvantage and would damage its business.

You shall not without the prior consent of the company other than in the proper performance of your duties under this document either during your role or at any time after its termination: disclose to any person; or use for your own purposes; or communicate to or place at the disposal of any medium of publication including the press and broadcasting media; or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information.

These restrictions shall cease to apply to information, which (otherwise than through your act or default) becomes available to the public generally.

RESTRICTIVE COVENANTS

In order to protect the company's interest in its goodwill and business connections, you hereby undertake that:

During employment:

Non-dealing in competition

You shall not at any time prior to the termination of your role either on your own behalf or for any other person directly or indirectly approach, canvass, solicit or otherwise endeavour to entice away from the company the custom of any person who is a customer, client or supplier of the company. You shall not use your knowledge of, or influence over, any such customer, client or supplier to or for your own benefit or for the



benefit of any other person carrying on business in competition with the company or otherwise use your knowledge of or influence over any such customer, client or supplier to the detriment of the company.

Non-poaching of employees

You shall not at any time prior to the termination of your role, either on your own behalf or for any other person directly or indirectly, endeavour to entice away from the company, any person who is an employee of the company or otherwise encourage any such employee to breach their contract of employment.

After employment has ended:

Non-solicitation of customers, clients or suppliers

You shall not for a period of 12 months after the termination of your role, either on your own behalf or for any other person directly or indirectly, approach, canvass, solicit or otherwise endeavour to entice away from the company the custom of any person or company who at any time during the 12 months preceding the termination of your role has been a customer, client or supplier of the company and with whom you have personally had dealings.

Good and Services

You shall not replicate or use the business model for the consultancy programme outside of your contractual agreement with Positive Impact Events. Providing your additional goods or services to clients will be agreed on a case-by-case basis; Positive Impact Events reserves the right to refuse these services. You shall not continue a working relationship with the client that you have been contracted to if and after the contract ends.

Non-poaching of employees

You shall not for a period of 12 months after the termination of your role, either on your own behalf or for any other person directly or indirectly, approach, canvass, solicit or otherwise endeavour to entice away any person who was an employee of the company at the date of termination of your role and with whom you had regular contact during the 12 months preceding the termination of your role, with a view to the specific knowledge or skills of that person being used by or for the benefit of any person carrying on business in competition with the business carried on by the company.



Non-competition with the company

You shall not for a period of 12 months after the termination of your role, either on your own behalf or on behalf of or in association with any other person, directly or indirectly be engaged, concerned or interested as an employee or in any other capacity in any business within which you would be acting in direct competition with that part of the business carried on at the date of termination of your role by the company, and which you were involved in as a Non-Executive Director in the 12 months prior to the termination of your role. That part of the business is defined as Event Planner in the sustainable events industry.

Each sub-clause of this clause constitutes an entirely separate and independent restriction on you. Where any sub-clause of this clause is held void or unlawful or unenforceable in any respect then such sub-clause shall be severed from this contract without prejudice to the validity or enforcement of the other sub-clauses of this contract.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property rights resulting from and connected with work done by you in the course of your role shall belong to the company. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the company.

In this document the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your role by the company.