

MUTUAL NON-DISCLOSURE AND EVALUATION AGREEMENT

Version 2026.4

This Agreement is made when the final Party executes it by the electronic countersignature process described below (the "**Effective Date**").

BETWEEN:

1. GESTI LIMITED, a company incorporated in England and Wales under company number 08110767, with its registered office or business address in the United Kingdom ("**GESTI**"); and

2. THE PROSPECT, whose legal name, organisation and registered email address are recorded by the electronic acceptance process ("**Prospect**").

Each is a "**Party**" and together the "**Parties**". A Party disclosing Confidential Information is a "**Disclosing Party**"; a Party receiving it is a "**Receiving Party**".

BACKGROUND

(A) The Parties wish to discuss and evaluate a possible commercial relationship concerning GESTI PULSE, including demonstrations, pricing, building and energy-management requirements, implementation options and related operational workflows.

(B) During those discussions either Party may disclose Confidential Information. The permitted purpose is evaluating, negotiating and planning that possible relationship (the "**Permitted Purpose**").

1. CONFIDENTIAL INFORMATION

1.1 Confidential Information means non-public information disclosed by or for a Disclosing Party, before or after the Effective Date, in any form, that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure.

1.2 GESTI Confidential Information may include GESTI PULSE demonstrations, software layouts, source-code architecture, calculation methods, platform workflows, product roadmaps, pricing, commercial strategy, security information and technical documentation.

1.3 Prospect Confidential Information may include estate and building information, utility and telemetry data, plant and equipment records, operating practices, procurement information, budgets, security information and business requirements.

1.4 Confidential Information does not include information the Receiving Party can demonstrate: (a) is or becomes public other than through breach; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

2. MUTUAL CONFIDENTIALITY AND USE OBLIGATIONS

2.1 Each Receiving Party shall: (a) protect Confidential Information using at least reasonable care and no less care than it uses for its own comparable information; (b) use it only for the Permitted Purpose; and (c) disclose it only to its directors, employees and professional advisers who need it for that purpose and are bound by confidentiality obligations no less protective than this Agreement.

2.2 Neither Receiving Party may copy or reproduce Confidential Information except as reasonably necessary for the Permitted Purpose. Neither Party may reverse engineer, decompile or attempt to derive source code from software or demonstrations supplied by the other, except to the extent that applicable law does not permit that restriction.

2.3 A Receiving Party may disclose Confidential Information where required by law, regulation or court order, provided it gives prompt notice where legally permitted and reasonably cooperates with efforts to limit the disclosure.

3. INTELLECTUAL PROPERTY AND DATA

3.1 Each Disclosing Party retains all right, title and interest in its Confidential Information and pre-existing intellectual property. No disclosure grants or implies any licence, assignment, transfer or other right except the limited right to use the information for the Permitted Purpose.

3.2 As between the Parties, GESTI retains its rights in the GESTI name, GESTI PULSE, the platform, software, interfaces, original content, designs, calculations, methodologies, documentation and improvements, to the extent owned or controlled by GESTI. The Prospect retains its rights in its data, materials, trade marks, operating information and other pre-existing intellectual property.

3.3 Access to a demonstration, document or platform account does not transfer ownership or grant a licence beyond the limited evaluation right expressly stated in this Agreement. Unless the relevant owner gives prior written authorisation, neither Party may copy, reproduce, adapt, distribute, publish, sell, reverse engineer or otherwise reuse the other Party's protected materials except as

necessary for the Permitted Purpose and subject to applicable law.

3.4 Third-party names, data, standards, images, software and other materials remain the property of their respective owners and may be subject to separate terms or licences. Each Party remains responsible for complying with those terms when it supplies or uses third-party material.

4. TERM AND SURVIVAL

4.1 This Agreement applies to disclosures made during the evaluation. The confidentiality and non-use obligations continue for five (5) years from the Effective Date. Trade secrets remain protected for so long as they remain trade secrets under applicable law.

5. RETURN OR DESTRUCTION

5.1 On written request, the Receiving Party shall within five (5) working days return or securely destroy Confidential Information in its possession or control and confirm completion in writing, except for automatically created backups or copies retained to comply with law or professional obligations. Any retained copy remains protected by this Agreement.

6. NO OBLIGATION OR WARRANTY

6.1 Neither Party is obliged to proceed with a transaction or purchase. Confidential Information is supplied for evaluation without warranty as to completeness or accuracy, except where the Parties later agree otherwise in writing.

7. REMEDIES

7.1 Each Party acknowledges that unauthorised use or disclosure may cause harm for which damages may be inadequate. The affected Party may seek injunctive or other equitable relief in addition to other remedies available by law.

8. GENERAL

8.1 No variation or waiver is effective unless recorded in writing and accepted by authorised representatives of both Parties. If a provision is invalid or unenforceable, the remaining provisions continue in effect.

8.2 This Agreement is the entire agreement between the Parties concerning its subject matter and supersedes prior discussions about confidentiality for the Permitted Purpose. Neither Party may assign it without the other Party's written consent, except as part of a merger, reorganisation or transfer of substantially all relevant business assets.

8.3 This Agreement and any non-contractual obligations arising from it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

8.4 © 2026 GESTI Limited. All rights reserved in GESTI materials to the extent applicable. Requests for permission to reuse GESTI material or formal notices concerning intellectual property may be sent to info@gesti.co.uk.

8.5 This Agreement governs confidentiality for the Permitted Purpose. It does not replace customer subscription terms, privacy information, data-processing terms, service terms or other agreements that may apply to a particular service or relationship.

9. ELECTRONIC EXECUTION

9.1 The Prospect executes this Agreement by entering its verified details, confirming authority, accepting the exact version and selecting the electronic acceptance control. GESTI executes it only when an authenticated representative authorised by GESTI reviews and deliberately countersigns the same version.

9.2 The electronic audit record, including the document version and hash, identity records, authority confirmations, timestamps and technical evidence, forms part of the execution evidence. Until GESTI countersigns, the Prospect's submission is awaiting countersignature and the Agreement is not represented by the website as fully executed.

EXECUTION RECORD

THE PROSPECT	GESTI LIMITED
Name, organisation, authority confirmation, acceptance time and receipt reference recorded electronically.	Authorised user identity, position, authority confirmation, countersignature time and reference recorded electronically.
Status before GESTI action: Awaiting countersignature	Final status after deliberate action: Executed