

Confidentiality Agreement

WHEREAS:

The parties have agreed to provide each other with information which they consider to be confidential in nature (the "Confidential Information") to enable the Recipient to provide consultancy or auditing services to the company (the "Purpose");).

IT IS AGREED AS FOLLOWS:

1. In consideration of each of the parties disclosing to the other Confidential Information for the Purpose the parties hereby undertake that they shall:
 - a. Not communicate, disclose or make available all or any part of the Confidential Information to any third party
 - b. Not directly or indirectly use, or permit others to use, the Confidential Information other than for the Purpose
 - c. Not make any announcement or disclosure in connection with the Confidential Information or the Purpose without the prior written consent of the other party.
2. The obligations of confidentiality and non-use will not apply with respect to any of the following:
 - a. Information which is generally available to the public at the date of this agreement
 - b. Information already known to the party at the time of disclosure
 - c. Information which is subsequently disclosed by third parties having no obligations of confidentiality
 - d. Information which is or becomes generally available to the public in printed publications in general circulation in the United Kingdom through no act or default on the part of the parties or their agents, employees, subcontractors or professional advisers.
3. Without prejudice to the generality of clause 2 information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it may be of commercial interest and a combination of two or more parts of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate part being so available.

4. The parties shall each ensure that all measures necessary are taken to secure the confidentiality of the other party's Confidential Information including but not limited to:
 - a. Keeping separate all Confidential Information and all information generated based on the Confidential Information from all other documents and records;
 - b. Keeping all documents and any other material bearing or incorporating any of the Confidential Information at the party's usual place of business in the United Kingdom;
 - c. Not using, reproducing, transforming or storing any of the Confidential Information in an externally accessible computer or electronic information retrieval system, not transmitting it in any form or by any means whatsoever outside the party's usual place of business and not copying all or any part of the Confidential Information without the prior written consent of the Company and then only to the extent that the same is required for the Purpose
 - d. Allowing access to the Confidential Information only to those employees, subcontractors and/or to the professional advisers who have reasonable need to see or use it for the Purpose and informing each of the said employees, subcontractors and professional advisers of the confidential nature of the Confidential Information and of the obligations in respect of the Confidential Information and ensuring such employees, subcontractors and professional advisers comply with the confidentiality and non-disclosure obligations contained in this agreement
 - e. Obtaining from employees or subcontractors having access to the Confidential Information their undertakings to maintain the same as confidential and taking such steps as may be reasonably desirable to enforce such obligations
 - f. Delivering all documents and other materials in the possession, custody or control of the party, its agents, employees, subcontractors or professional advisers that bear or incorporate any part of the Confidential Information of the other party.
5. The failure by either party to enforce at any time any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.
6. The parties agree that damages might not be a sufficient remedy to any breach of the terms of this agreement and that as a result injunctive or other equitable relief may be obtained in respect of any breach or anticipated breach.

7. All rights in the Confidential Information are reserved by the party to which it belongs and no rights or obligations other than those expressly set out in this agreement are granted or to be implied from this agreement. In particular no licence is granted directly or indirectly by this agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future held, made, obtained or licensable by either party.

8. The rights, duties and obligations of the parties and the validity, interpretation, performance and legal effect of this agreement shall be governed and determined by the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

AGREED by the parties:

SIGNED by:

Name (print):

Position:

Authorised signatory for and on behalf of:

Date (Day / Month / Year):

SIGNED by:

Name (print):

Position:

Authorised signatory for and on behalf of:

Date (Day / Month / Year):
