



not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or

2.2.2 to have been independently developed by the Receiving Party without recourse to the Confidential Information; or

2.3 the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use; or

2.4 it is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or

2.5 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

3 Each of the parties shall be responsible for and primarily liable for any acts or omissions of its associate companies and associates (as defined the Income and Corporation Taxes Act 1988 sections 416 and 417) and all officers, employees, servants, agents or professional advisers of such person which would have been a breach of this Agreement were it done or omitted to be done by the Receiving Party.

4 In relation to Confidential Information received from the other party or from a third party on behalf of the other party, the Disclosing Party and the Receiving Party also agree as follows:

4.1 to treat the Confidential Information in confidence and to use it only for the purposes set out above and not for any other commercial purpose or in such a way as to procure that the Receiving Party or any third party may at any time obtain commercial advantage over the Disclosing Party without the express agreement of the Disclosing Party;

4.2 not to copy or write down any part of the Confidential Information except as is reasonably necessary for the purposes aforesaid and in such circumstances the copies or written documentation shall remain at all times the property of the Disclosing Party;

4.3 to disclose the Confidential Information only to such of their directors, employees or third parties as may need to know the Confidential Information for the purposes aforesaid;

4.4 to treat the Confidential information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.

5 If no business relationship between the Disclosing Party and the Receiving Party shall be established or at the request of the Disclosing Party the Receiving Party shall:

5.1 promptly return all documents, materials and records and all copies thereof of the Confidential Information to the Disclosing Party;

5.2 certify in writing to the Disclosing Party that all the provisions of this Agreement have been complied with;

5.3 remain bound by clause 4 above without limit in time.

- 6 No failure or delay by either party in exercising any right, power or privilege available to it under this Agreement shall be deemed to be a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise or the exercise of any other right, power or privilege.
- 7 Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- 8 No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No licence is hereby granted, direct or indirect, under any patent, copyright or other industrial property right now held or which may be obtained or which is or may be licensable by either party.
- 9 Each party agrees to keep the existence and nature of this Agreement confidential and not to use the Agreement or the name of the other party in any publicity, advertisement or other disclosure with regard to this Agreement without the prior written consent of the other party.
- 10 This Agreement constitutes the entire understanding between the parties relating to the protection of Confidential Information and supersedes all prior arrangements or promises in relation thereto only and may only be varied with the prior written agreement of each party.
- 11 This Agreement shall be governed by and construed in all aspects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**IN WITNESS** of the above the parties have signed this Agreement on the date written at the start of this Agreement.

**SIGNED** by )

Print name )

for and on behalf of ) **ROTOTEK LIMITED**

**SIGNED** by )

Print name )

for and on behalf of )