THIS AGREEMENT is made the X day of X

BETWEEN:

Realsafe Technologies Limited, a company whose registered office is at Northern Design Centre, Baltic Business Quarters, Abbott’s Hill, Gateshead NE8 3DF. Registration number 08120770.

AND

‘Enter company name and address here….. Registration number:

WHEREAS:

1. To further discussions around business opportunities; the parties wish to disclose to each other and/or allow each other (whether directly or indirectly) access to Confidential Information; and
2. The parties wish to regulate how Confidential Information is to be treated while in the possession or control of the Receiving Party so as to protect the interests of the Disclosing Party in accordance with the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. Definitions

The following words and phrases used in this Agreement and the above recitals shall have the meanings set out below unless the context otherwise requires:

(a) "Confidential Information" shall mean all information identified as being confidential including copies: (i) provided in documentary or by way of a model or in other tangible or intangible form; or (ii) disclosed orally or by demonstration or presentation including any note or record of the disclosure; or (iii) acquired by the Receiving Party by any other means.

(b) “Disclosing Party” shall mean the party who discloses the Confidential Information to the Receiving Party; and

(c) “Receiving Party” shall mean the party who receives or acquires the Confidential Information from the Disclosing Party; and

(d) "Proper Use" shall mean the use of Confidential Information wholly necessarily and exclusively for the purpose set out in recital A above.

2. Confidentiality Obligations

 In consideration of the provision of Confidential Information by the Disclosing Party or the acquisition thereof by the Receiving Party, the Receiving Party shall:

(a) Take proper and all reasonable measures to ensure the confidentiality of all Confidential Information; and

(b) Use such Confidential Information only for the Proper Use; and

(c) Permit access to such Confidential Information only to such of its employees and those employees of its ultimate parent company and subsidiary companies thereof having a need to know such Confidential Information for the sole purpose of the Proper Use and not for any other purpose and shall ensure that each such person is made aware in advance of disclosure of the nature of the obligations of confidentiality contained in this Agreement; and

(d) If and when requested to do so by the Disclosing Party, supply to the Disclosing Party a list of persons to whom Confidential Information has been disclosed by the Receiving Party under paragraph (c) above; and

(e) Promptly return all Confidential Information to the Disclosing Party upon its written request or (at the Disclosing Party’s option) destroy all such Confidential Information and provide to the Disclosing Party a certificate of such destruction signed by the Receiving Party or a duly authorised officer of the Receiving Party; and

(f) Where the Confidential Information is the subject of any national or governmental security regulations, take such measures as may be required by such regulations to protect the Confidential Information.

3. Exceptions

 Without prejudice to any obligations imposed on and assumed by the Receiving Party under any national or governmental security regulations under Clause 2(f) above, the obligations of confidentiality shall not apply to any Confidential Information which the Receiving Party can show:

(a) Was in the possession of the Receiving Party before such Confidential Information was disclosed by the Disclosing Party; or

(b) Is independently developed by the Receiving Party or any employee of the Receiving Party without access to or use or knowledge of the Confidential Information and to whom no disclosure of the Confidential Information has been made; or

(c) Is in or subsequently comes into the public domain other than by breach by the Receiving Party of its obligations under this Agreement; or

(d) Is received by the Receiving Party from a third party without restriction on disclosure or use.

4. Further permitted disclosure

 The parties recognise that it may be necessary for each party to provide Confidential Information to their respective external professional advisers (hereinafter referred to as the “Other Party”). For the Proper Purpose only and subject to the Other Party signing a Non-Disclosure Statement for the benefit of the Disclosing Party, the parties agree (both as the Disclosing Party and the Receiving Party) that:

(a) The Receiving Party may disclose Confidential Information to the Other Party; and

(b) Disclosure by or to the Other Party by either party shall be deemed to be a disclosure by the Receiving Party; and

(c) Each party guarantees the observance and proper performance by the Other Party of the terms and conditions of this Agreement.

5. Ownership of Information

 Any Confidential Information disclosed or acquired hereunder shall remain the property of the Disclosing Party or the originator of such Confidential Information and must be applied for the Proper Use only. No licence under any trademark, copyright, patent, design rights or any other intellectual property right, is granted, whether expressly or by implication to the Receiving Party by the disclosure or acquisition of such Confidential Information. The disclosure of such Confidential Information shall not constitute any representation or warranty, express or implied, with respect to the accuracy or completeness of any Confidential Information made available to the Receiving Party or the non-infringement of trademarks, patents, copyright, design rights or any other intellectual property rights belonging to third parties.

6. General

(a) The obligations of confidentiality under this Agreement shall survive and continue for a period of five (5) years from the date of each disclosure of the Confidential Information to the Receiving Party by the Disclosing Party.

(b) Any notice required to be given hereunder by either party to the other shall be in writing and shall be deemed to have been sufficiently given when it is transmitted by telex or facsimile or by registered or recorded delivery post to the address of the party as stated herein.

(c) A failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice such party’s rights to take subsequent action.

(d) Neither party shall assign this Agreement or any part thereof without the prior written consent of the other.

(e) The validity, construction and performance of this Agreement shall be subject to English Law and the parties hereto submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF

SIGNED for and on behalf of Realsafe Technologies Ltd

By:

........................

 (Signature)

Date:

SIGNED for and on behalf of ‘Enter Company name here……’

By: ........................

 (Signature)

Date: