

**THIS AGREEMENT** is made \_\_\_\_\_

**BETWEEN:**

(1) PANCHROMOS LIMITED whose registered office is situated at 10 Silverweed, St. Neots, Cambridgeshire, PE19 7GZ United Kingdom, registered company number 4938681 ("PANCHROMOS"); and

(2) \_\_\_\_\_

whose registered office is situated at:

\_\_\_\_\_

and whose registered number is \_\_\_\_\_ ("COMPANY")

(3) Mr./Mrs. \_\_\_\_\_, a private individual

born \_\_\_\_\_ in \_\_\_\_\_, whose address is:

\_\_\_\_\_ ("PERSON")

**WHEREAS:**

PANCHROMOS and COMPANY/PERSON have each agreed to enter into discussions with each other during which proprietary confidential information may be disclosed which shall be subject to the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

In this Agreement unless the context otherwise requires:

"Confidential Information"

means all information disclosed by the Discloser to the Recipient under the terms of this Agreement or otherwise in connection with the Purpose but excluding any part of such information which the Recipient can show by documentary evidence:

- (a) is as at the date of this Agreement or subsequently comes into the public domain otherwise than by reason of any breach of this Agreement by the Recipient; or
- (b) was within the possession of the Recipient free of any restriction prior to the date of disclosure by the Discloser; or
- (c) was received by the Recipient from an independent third party free of any restriction and without breach of any obligation of confidentiality owed to the Discloser; or
- (d) the Recipient is required to disclose by law or any relevant regulatory authority Provided that the Recipient shall immediately inform the Discloser of the request for such Disclosure and minimise such disclosure as far as possible

"the Discloser"

means either PANCHROMOS or COMPANY/PERSON as the case may be in its capacity as discloser of its own Confidential Information to the other party;

"Materials"

means documents, drawings, computer programs and other materials and physical items of any kind obtained from the Discloser and/or recording or embodying any Confidential Information;

"the Purpose"

The exchange of technical and commercial information pertaining to:

"Recipient"

means either PANCHROMOS or COMPANY/PERSON as the case may be in its capacity as recipient of any Confidential Information belonging to the other party.

**2. OBLIGATIONS OF THE RECIPIENT**

In consideration of the disclosure of the Confidential Information by the Discloser to the Recipient, the Recipient undertakes:

- 2.1 not to use the Confidential Information or Materials for any purpose whatsoever other than strictly for the Purpose;
- 2.2 to disclose the Confidential Information and Materials only to its employees who need to know the same for the Purpose, and otherwise to keep all Confidential Information and Materials strictly confidential and not permit any person access thereto;
- 2.3 to ensure that all persons to whom Confidential Information or Materials is disclosed are bound by obligations in relation to the Confidential Information and Materials in all respects consistent with the Recipient's obligations hereunder and to enforce such obligations against such persons including any such persons who at any time cease to be employed by the Recipient.

The breach by any persons referred to in this sub-clause of any of the obligations imposed upon them shall be deemed a breach of this Agreement by the Recipient;

- 2.4 if the Recipient becomes aware of any breach of this Agreement forthwith to notify the Discloser in writing thereof, giving all available details, and at its own cost forthwith to take such steps as the Discloser may reasonably decide in order to minimise the loss which the Discloser may otherwise suffer as a result of such breach;
- 2.5 upon completion of the Purpose or earlier demand by the Discloser to deliver to the Discloser all Materials in the possession or control of the Recipient (including the possession or control of persons referred to in clause 2.2) and certify in writing to the Discloser that it has complied with the requirements of this sub-clause;

and such obligations on the Recipient shall continue in force for a period of 3 years from the date hereof notwithstanding the completion of the Purpose.

### 3. OBLIGATION AND WARRANTY

- 3.1 The Recipient hereby acknowledges that nothing in this Agreement places any obligation on the Discloser to disclose any information to the Recipient;
- 3.2 The Discloser does not make any representation and gives no warranty as to the accuracy or completeness of the Confidential Information and shall not be liable in contract in tort or otherwise for the use made by the Recipient of the Confidential Information, save that nothing in this clause shall operate to exclude or limit liability for fraud.

### 4. BREACH

Without prejudice to any other rights or remedies either party may have hereafter, each party acknowledges that:

- 4.1 damages may not be an adequate remedy for any breach by it of the provisions of this Agreement; and
- 4.2 the Discloser may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.

### 5. MISCELLANEOUS

- 5.1 No failure or delay by the Discloser to exercise any right or remedy available to it under or in connection with this Agreement shall prevent the later exercise of any such right or remedy.
- 5.2 This Agreement is binding upon the Recipient and its legal successors in title. The Recipient may not assign, transfer, subcontract or sublicense in any manner whatsoever any right or obligation under this Agreement without the prior written consent of the other party.
- 5.3 This Agreement does not create any relationship in the nature of partnership, agency joint venture or licence between the parties. This Agreement places no obligation on either party to negotiate or enter into any further contract or arrangement.
- 5.4 This Agreement is the entire agreement between the parties relating to the Confidential Information. No purported amendment to this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each party.

### 6. CHOICE OF LAW AND JURISDICTION

- 6.1 Any controversy or claim of whatsoever nature arising out of or relating in any manner whatsoever to this Agreement or any breach of any terms of this Agreement shall be governed by and construed in all respects in accordance with the Laws of England.
- 6.2 Each party hereby irrevocably acknowledges and agrees that the courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatsoever nature arising out of or relating in any manner to this Agreement any terms of this Agreement or any breach of this Agreement or any such terms.

**IN WITNESS** whereof this Agreement has been executed by duly authorised representatives of the parties hereto the day and year first before written

**SIGNED** by and duly authorised for and on behalf of PANCHROMOS LIMITED

**SIGNED** by and duly authorised for and on behalf of