

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made the ____ th day of _____
(month year)

BETWEEN:

(1) Cambridge Communication Systems Ltd with offices located at Victory House, Vision Park, Chivers way, Impington Cambridge CB24 9ZR U.K. ("CCS"), and

(2) _____(Company name)with offices located at _____
(Company address).

For the mutual benefit of both parties certain confidential information has been and will be disclosed between the parties in order that they may evaluate such information for the purpose of determining areas of potential mutual business interest

The parties are willing to disclose the confidential information on the basis that it is protected under the provisions set out in Schedule 1 as amended by any Special Conditions agreed by both parties.

Agreement Period 2 years from the date above

Confidentiality Period 2 years from the date above

Special Conditions: None

This Agreement together with its Schedule constitutes the entire agreement between the parties for the subject matter of this Agreement and shall remain in force for the Agreement Period above provided always that the obligations in clause 5 shall continue after expiry for the Confidentiality Period

IN AGREEMENT of the above, each party has signed this Agreement on the date above.

SIGNED for and on behalf of _____)
CAMBRIDGE COMMUNICATION)
SYSTEMS LIMITED _____)

SIGNED for and on behalf of _____)
Company name _____)

Schedule 1

1. In this Agreement the term “the Disclosing Party” applies to either party as appropriate where it discloses confidential information to the other party and the term “the Receiving Party” applies to either party as appropriate where it receives confidential information from the other party.
2. In this Agreement “Confidential Information” shall mean all information disclosed (whether orally, in writing, by data transmission, physical embodiment or by any other means), by the Disclosing Party to the Receiving Party whether before or after the date of this Agreement, which has value by virtue of not being generally known including but not limited to information relating to that party’s operations, processes, plans or intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities and business affairs, but shall not include any part of such information which:
 - 2.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person to whom it makes disclosure; or
 - 2.2 the Receiving Party can show:
 - 2.2.1 was in their possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was 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
3. If the Receiving Party is required to disclose any Confidential Information in order to comply with any requirement of law, then it shall notify the Disclosing Party and allow the Disclosing Party a reasonable opportunity to oppose or limit such disclosure.
4. Each of the parties shall be responsible for and primarily liable for any acts or omissions of its affiliated companies and all officers, employees, servants, agents or professional advisers which would have been a breach of this Agreement were it done or omitted to be done by the Receiving Party.
5. 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:

- 5.1 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;
 - 5.2 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;
 - 5.3 to disclose the Confidential Information only to such of their directors, employees or contractors as may need to know the Confidential Information for the purposes aforesaid;
 - 5.4 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.
6. 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:
 - 6.1 promptly return all documents, materials and records and all copies thereof of the Confidential Information to the Disclosing Party; and
 - 6.2 certify in writing to the Disclosing Party that all the provisions of this Agreement have been complied with.
7. The rights of each party under this Agreement are without prejudice to all other rights available to it, and cumulative and the exercise or non-exercise of any of its rights shall not prejudice or constitute a waiver of any of its other rights whether under this Agreement or otherwise
8. Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
9. No rights or obligations other than those expressly set out in this Agreement 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.
10. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.
11. This Agreement supersedes all prior arrangements or promises relating to Confidential Information and may only be varied with the prior written agreement of each party.
12. 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.