

MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the <date>.

BETWEEN **The Data Clinic Ltd** whose registered office is at Europa House, Barcroft Street, Bury, Greater Manchester BL9 5BT .

AND

<company or individual details>

INTRODUCTION

- (A) <company / individual> and The Data Clinic wish to provide confidential information to each other for the purposes stated in Appendix A (“the Purpose”)
- (B) Such exchange will necessitate the disclosure of information concerning the business and affairs of each other and of other companies in the same group of companies as each of the parties (“the business and affairs of the parties”).
- (C) Each party requires such disclosures to be treated in confidence and to be protected in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. The following words and phrases shall, where used in this Agreement, have the following meanings unless the context requires otherwise;

“Confidential Information” shall include but not be limited to commercial, financial, technical, operational or other information whether in written, electronic or any other form (including information disclosed orally), which concerns the business and affairs of the parties or the Purpose and is of a confidential nature and which is made available, supplied or disclosed to the Receiving Party before, on or after the date of this Agreement. Any oral disclosure of Confidential Information must be confirmed in writing to be confidential within ten (10) calendar days of such disclosure.

“Disclosing Party” means the party that has made available, supplied or disclosed Confidential Information to the other party;

“Receiving Party” means the party that has received or become aware of Confidential Information.

2. In consideration of the provision, supply or disclosure of Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party undertakes to and covenants with the Disclosing Party that it will:

- a. keep the Confidential Information confidential and take proper and all reasonable measures to ensure the confidentiality of such Confidential Information treating it with the same care as the Receiving Party uses to protect its own Confidential Information of a similar sensitivity and importance;
 - b. not disclose the Confidential Information to any third party except with the prior written agreement of the Disclosing Party (other than in confidence to its employees or professional advisers, who need to know the Confidential Information on a 'need to know basis') without the written consent of the Disclosing Party;
 - 2.3 use the Confidential Information only for the Purpose and not for its own use;
 - 2.4 ensure that all people to whom the Confidential Information is disclosed under this Agreement are aware of the terms and restrictions contained in this Agreement; and
 - 2.5 not to copy, reproduce, distribute or disclose the Confidential Information to any third party except as permitted in this Agreement or with the prior written consent of the Disclosing Party.
3. Neither party will, without the consent of the other party, disclose to any third party the existence, nature and content of this Agreement, together with the fact that discussions are taking place concerning the business and affairs of the parties.
 4. Paragraphs 2 and 3 will not apply to Confidential Information which:
 - (a) is in or subsequently comes in to the public domain other than through a breach of this Agreement;
 - (b) was known to or lawfully in the possession of the Receiving Party before such Confidential Information was made available, supplied or disclosed under this Agreement;
 - (c) has obtained from a third party who is free to disclose it;
 - (d) was independently developed by the Receiving Party without the benefit of any Confidential Information received from the other party;
 - (e) is required to be disclosed by law (including a regulatory body) or by an order of the court of competent jurisdiction.
 5. No licences or rights under any patent, registered design, copyright, design right or any similar right belonging to either party are implied or granted under this Agreement.
 6. Upon the discovery of any breach of this Agreement, the party in breach shall notify the other party as soon as possible.
 7. The obligations and restrictions in this Agreement in relation to Confidential Information disclosed will last for a period of 10 years from the date of the last

disclosure under that Appendix.

8. The Receiving Party will on request or termination either:-
 - (a) return all of the Confidential Information to the Disclosing Party within 10 calendar days of the request of termination; and/or
 - (b) return or destroy all copies of the Confidential Information including those held in electronic form and confirm in writing to the Disclosing Party within 10 calendar days that this has been done.
8. The disclosure of Confidential Information under this Agreement does not oblige either party to enter into any further agreements with the other party.
9. This Agreement is governed by and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts.

SIGNED on behalf of Data Clinic Ltd

SIGNATURE

NAME

POSITION Director.....

SIGNED on behalf of <company / individual>

SIGNATURE

NAME

POSITION

APPENDIX A

The Business Purpose

The implementation of specific Data Recovery Services