



MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date : [Click here to enter text.](#)

Party 1 : **CyberVector Ltd**
Company number 7854497 whose registered address is at
Winchester House, Deane Gate Avenue, Taunton, Somerset TA1 2UH

Party 2 : [Click here to enter text.](#)
Company number [Click here to enter text.](#) whose registered address is at
[Click here to enter text.](#)

Purpose : [Click here to enter text.](#)

The parties propose to enter into discussions in contemplation of, or in relation to the Purpose. In the course of this, either party may have access to, or have disclosed to it, information of the other party where that party wishes to safeguard and protect the information disclosed in connection with the Purpose.

"Information" means any information disclosed during the term of this Agreement which is or should be reasonably understood as being confidential or proprietary information of the disclosing party including, but not limited to, information concerning its business, products, services, content, finances, source codes, tools, protocols, designs and plans and all other information whether relating to itself or to its customers and whether of a technical or business nature or otherwise, whether in whole or in part and regardless of the medium by which such information is supplied (including all copies and derivative works subsequently generated from such information).

In consideration of this mutual non-disclosure:

1. Each party (as "Recipient") undertakes to:
 - 1.1. keep in strict confidence and in safe custody the Information;
 - 1.2. not to use, copy or record any Information for any reason other than the Purpose;
 - 1.3. limit access to Information to those of its employees, agents, directors, professional advisors, subcontractors and/or companies which control, are controlled by or are under common control with such party ("Affiliates") who reasonably and necessarily require such Information for the Purpose and to procure that each such employee, agent, director, professional advisor, subcontractor and/or Affiliate observes the obligations set out in this Agreement;
 - 1.4. not release any press statement or issue any other publicity regarding the relationship between the parties without the prior written consent of the other party; and

- 1.5. notify the other if it becomes aware of or suspects any breach of this Agreement by itself or its employees, agents, directors, professional advisors, subcontractors or Affiliates.
2. The obligations set out in Clause 1 shall not apply to Information which, without breach of this Agreement by the Recipient,:
 - 2.1. was lawfully in the Recipient's possession at the time of disclosure;
 - 2.2. is in, or enters into, the public domain;
 - 2.3. is lawfully obtained from a third party;
 - 2.4. the Recipient is required to disclose by law or regulation to a government regulator, stock exchange, any competition authority or other similar entity; or
 - 2.5. is independently and lawfully developed by the Recipient without the use of the Information.
3. Each party warrants that it has the right to disclose its Information. Each party agrees that it shall not acquire any right or title to or licence in respect of the Information communicated or acquired from the other party.
4. This agreement shall have effect from the Effective Date and shall expire twelve months thereafter subject to earlier termination by either party on written notice to the other. Notwithstanding expiry or earlier termination, the obligations contained herein shall continue for a period of 2 years from date of expiry/termination.
5. Upon termination of this agreement, or at any time on receipt of a written request from the other party, each party shall destroy or return all Information and certify in writing within seven days of termination that all Information in its possession or control has been destroyed. This obligation shall not apply in respect of any Information retained by a Recipient for legal or company record purposes provided that such Information be maintained in confidence in accordance with this Agreement.
6. Without prejudice to any other rights or remedies that the



— PROPRIETARY INFORMATION (WHEN COMPLETED) —

<p>disclosing party may have, the Recipient acknowledges and agrees that if the Information is used or possessed other than in accordance with the Purpose, the disclosing party shall, without an undertaking as to damage, be entitled to injunctive or other equitable relief, in addition to any damages or other remedy to which it may be entitled. So far as permitted by law, liability under this Agreement shall be limited to £10,000,000.</p> <p>7. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act</p>	<p>8. This agreement constitutes the entire agreement between the parties and shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts, always provided that the disclosing party may commence proceedings in the state of domicile of the other party</p>
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<p>Signed for and on behalf of Party 1.</p>	<p>Signed for and on behalf of Party 2.</p>
<p>Signature</p>	<p>Signature</p>
<p>Name and Title Click here to enter text.</p>	<p>Name and Title Click here to enter text.</p>
<p>Date Click here to enter text.</p>	<p>Date Click here to enter text.</p>