



CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (“contract”) is made and entered into as of _____

BETWEEN

(A) **ATG ACCESS LTD** whose principal office is CoBaCo House, North Florida Road, Haydock Industrial Estate, Haydock, WA11 9TP (“ATG”) and

(B) _____ (“the contractor”).

WHEREAS, each party (“the disclosing party”) is willing to disclose orally and/or in writing to the other party (“the receiving party”) for the limited purposes set out in the schedule and on the terms and conditions set forth in this contract, certain confidential information relating to ATG Access Ltd and associated products as defined below.

1 For the purposes of this contract:

1.1 *confidential information* means all information (written, oral or otherwise) relating to the disclosing party whether created before or after the date of this contract including and without limitation, information relating to the disclosing party’s: (i) intellectual property rights, software, systems, products, plans, processes, operations, software, intentions, know-how and market opportunities; (ii) business, identity and affairs and the business, identity and affairs of it’s directors, officers, employees, customers (current and potential), suppliers, agents or subcontractors and the like and (iii) all personal data and sensitive data within the meaning of the Data Protection Act 1998, which comes into the possession of the receiving party and/or it’s staff.

1.2 *intellectual property rights* means copyrights, patents, trade marks, models, design rights (registered and unregistered) and all similar proprietary rights as may exist anywhere in the world; and

1.3 *staff* means employees, independent contractors and agents of the contractor or any of its sub-contractors or agents employed or engaged in any way in the performance of the contractors obligations under this contract.

2 The receiving party agrees not to make use of the confidential information or any portion thereof for any purpose other than as expressly set forth in this agreement. All confidential information will be and remain the sole property of the disclosing party. It is the responsibility of the contractor to ensure its staff are aware of and comply with their obligations, statutory or otherwise, with regard to confidentiality.

3 Except with the prior written consent of the disclosing party, the receiving party shall not disclose the confidential information or any part thereof to any third party other than an employee of the receiving party and then only to the extent that such disclosure is necessary for the performance of tasks authorised by the receiving party. In such event, the receiving party shall ensure that such confidential information is treated as confidential by the person(s) to whom it is disclosed, including requiring such person(s) where appropriate to enter into a confidentiality agreement with the receiving party on similar terms to this agreement upon approval of the same by the disclosing party.

4. The receiving party shall not directly or indirectly:

- 4.1 disclose, display, copy, transfer or provide the confidential information or otherwise reproduce, repackage, further transmit, transfer, distribute, redistribute, sell, license, relicense, modify, adapt or store for subsequent use, in whole or part, in any form or manner or by any means whatsoever, any part of the confidential information;
- 4.2 reverse engineer, decompile, or disassemble the disclosing party's confidential information or attempt to use the disclosing party's confidential information in any form other than machine readable code, or allow a third party to do any of the above;
- 4.3 make available all or any part of the confidential information to any person or entity at any time during the period in which the receiving party has access to the confidential information, save as permitted under condition 3 or unless the receiving party has received prior written permission from the disclosing party; or;
- 4.4 make any press announcement or otherwise publicise the business relationship with the disclosing party in any way including, without limitation, using the name of the disclosing party in any publicity material.
5. Condition 4 shall not apply to the confidential information which the receiving party can document in writing as being:
 - 5.1 in the public domain through no breach of this contract
 - 5.2 properly known to it, without restriction, prior to disclosure
 - 5.3 required to be disclosed through judicial or legislative order provided that (i) the receiving party receives sufficient written notice of the intended disclosure and opportunity to respond or object; or (ii) if prior notice is either not permitted or practical, prompt notice of the disclosure.
6. The receiving party shall:
 - 6.1 use the same standard of care in avoiding disclosure, publication or other dissemination. of the confidential information that it would employ with respect of such information of its own which it does not wish to disclose, publish or otherwise disseminate.
 - 6.2 not use any confidential information for any other purpose other than in the performance of it's obligations under this contract or any other contract related to the same subject matter.
7. The receiving party shall promptly notify the disclosing party of any unauthorised release, disclosure or access to the confidential information and/or any part thereof
8. The receiving party shall process any confidential information containing personal data acquired by itself, its employees, agents or subcontractors in accordance with the Data Protection Act 1998
9. This contract shall remain in effect for a period of 10 years from the date of signature even if the parties do not finalise any contract in the future.
10. All documents and other tangible objects relating to the confidential information and disclosed by the disclosing party to the receiving party in accordance with the contract, and all copies thereof, shall be promptly returned to the disclosing party upon the disclosing party's written request.
11. The receiving party agrees that any breach or threatened breach of this contract will cause irreparable injury to the disclosing party , entitling the disclosing party to seek injunctive or other equitable relief in addition to any other remedies it may have whether at law or otherwise.

12. The parties warrant that they are under no obligation to any other person, firm, contractor or other which prevents them or restricts them in any way from entering into the contract and undertaking and performing their obligations therein.
13. Nothing in this contract:
- 13.1 is intended to grant any rights to the receiving party in any intellectual property rights of the disclosing party, nor shall this agreement confer the receiving party to in any rights in or to the confidential information of the disclosing party; or
- 13.2 Shall obligate the parties to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this contract.
- 14 Except where expressly provided to the contrary, this agreement is not for the benefit of, and shall not be enforceable by, any person who is not named at the date of this contract as a party to it.
- 15 The parties accept the jurisdiction of the English courts and agree that the contract is to be governed and construed according to English Law. This contract contains the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous conditions, agreements, understandings, contracts or representations (other than fraudulent misrepresentations) whatsoever, whether oral or written, relating the subject matter of the contract. Any failure to enforce any provision of this contract shall not constitute a waiver of the respective party's rights under that provision or any other provision. This agreement may not be amended, nor any obligation(s) waived except in writing and signed by all the parties to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorised representatives on the date first written below.

For and on behalf of
ATG ACCESS LTD

By: _____
Name: _____
Title: _____
Date: _____

For and on behalf of

By: _____
Name: _____
Title: _____
Date: _____