



## CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT is made on \_\_\_\_\_

### BETWEEN

(1) **GEOMIQ LTD** incorporated and registered in England and Wales with company number 10321594 and whose registered office is at 25 Courtyard, 64 Bethnal Green Road, London, E1 6GU, ("**Geomiq Ltd**"); and

(2)

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Company Registration Number: \_\_\_\_\_ ("**Supplier**")

### WHEREAS

The Parties have entered into this Confidentiality Agreement ("**Agreement**") in order to allow the Parties to discuss and if appropriate enter into a Request for Quotation for various parts and supply of prototypes and ultimately production volumes if successful ("**Projects**") This Agreement will also cover the loan of any products, equipment and or prototypes from Geomiq Ltd to the Supplier, pertaining to the Projects. The parties will be disclosing Confidential Information to each other subject to the provisions of this Agreement.

### NOW IT IS AGREED that:

#### 1. INTERPRETATION

##### 1.1 Definitions

In this Agreement: "**Discloser**" means the party who discloses the Confidential Information; "**Confidential Information**" includes but is not limited to:

(a) all information belonging to or in the possession of the Discloser which is disclosed under the protection of or with reference to this Agreement including without restriction technical data including CAD files and engineering drawings, concepts, ideas, designs, documents, lists, data, drawings, prototypes, samples, formulae, specifications, test results, performance data, reports and computer programs;

(b) The description, time frames, requirements and ideas for execution of the Project;

(c) The fact that the parties are engaged in discussions; and

(d) all commercial, marketing and financial information, data and reports, supplier and customer information, correspondence, evaluations, recommendations and advice provided by the Discloser and relating to the Project or which is disclosed under the protection of or with reference to this Agreement

howsoever recorded whether in eye or machine-readable form and whether provided verbally or by demonstration and whether disclosed to the Recipient before or after the signing of this Agreement and for whatever purpose it is or has been disclosed and all such information shall be Confidential Information unless marked by the Discloser to the contrary;

**“Permitted Purpose”** means solely the purpose of evaluation and development of concepts and models related to the Project and to provide GEOMIQ LTD with a quotation of the Supplier’s costs in relation to the same; and

**“Recipient”** means the party who receives the Confidential Information.

## **1.2 Headings**

Clause Headings shall be ignored in interpretation.

## **1.3 Gender**

Each gender includes each other gender and words denoting the singular number includes the plural and vice versa.

## **2. CONFIDENTIALITY UNDERTAKINGS**

In consideration of the Discloser providing Confidential Information to it, the Recipient undertakes and agrees that:

2.1.1 it will not use or allow to be used the Confidential Information for any purpose whatsoever other than for the Permitted Purpose;

2.1.2 all Confidential Information will be treated with no lesser standard of care than is applied to its own confidential information;

2.1.3 all Confidential Information will be kept in the strictest confidence and will not be disclosed or divulged or allowed to be disclosed or divulged in any manner and in any form to any person whatsoever (whether an employee or contractor of the Recipient or any other party) except on a need to know basis to those employees of the Recipient who shall use the Confidential Information only for the Permitted Purpose and whose names shall be recorded in writing and disclosed to the Discloser upon request;

2.1.4 it will not copy, duplicate, reproduce in any form any Confidential Information;

2.1.5 it will return all Confidential Information and any copies, manifestations and extracts thereof and will delete any computer or other records thereof within seven working days of any request by the Discloser that such Confidential Information shall be returned or deleted and will certify such deletion to the Discloser’s reasonable satisfaction; and

2.1.6 it will procure the observance by its employees (and ex-employees) of the undertakings in this Agreement and undertakes to be responsible for their acts and omissions and/or of its representatives.

## **3. RELEASES**

The undertakings given and restrictions and obligations imposed by this Agreement shall not apply to:

3.1.1 information which is already in or becomes part of the public domain other than as a result of any breach of confidentiality;

3.1.2 information which can be shown by documentary proof to have been in the possession of the Recipient before disclosure by the Discloser and not to have been derived from any proprietary information belonging to or supplied in any form by the Discloser;

3.1.3 information which comes into the possession of the Recipient from any third party without breach of any confidential relationship;

3.1.4 information which can be shown by documentary proof to have been generated independently by the Recipient without any benefit from the Confidential Information;

3.1.5 information which the Discloser expressly states in writing is not confidential;

and shall not prohibit disclosure to the extent (and no further) that it is ordered by a court of competent jurisdiction (but the Recipient shall not seek or assist in obtaining any such order and shall inform the Discloser immediately upon becoming aware that any such order is sought or has been made and will take all available steps to limit the extent of the disclosure and to ensure the information disclosed is treated in strictest confidence).

#### **4. ACKNOWLEDGEMENTS BY THE RECIPIENT**

The Recipient acknowledges that:

4.1.1 All rights in the Confidential Information are the property of the Discloser and the Recipient has no interest in them;

4.1.2 No licence of any kind relating to any patent, copyright, design right, registered design or other intellectual property right is granted by this Agreement or any disclosure and all such rights relating to the Confidential Information shall remain fully vested in the Discloser;

4.1.3 Any parts, assemblies or sub-assemblies made from the confidential information provided whether they be for trials, prototypes, or production will be for the sole use of GEOMIQ LIMITED, 25 Courtyard, 64 Bethnal Green Road, London, E1 6GU.

4.1.4 The supplier undertakes not to sell, free issue or give away any parts, assemblies or subassemblies to any third parties without prior express written permission from GEOMIQ LIMITED.

4.1.5 The supplier undertakes not to reverse engineer, copy, disassemble or decompile any part(s), subsystems, full assemblies or finish product

4.1.6 That if the supplier becomes aware of any persons claiming rights in the Confidential Information they shall inform GEOMIQ LIMITED.

#### **5. GENERAL**

##### **5.1 Non-Waiver**

No time or other indulgence granted or allowed to one party by the other shall constitute any waiver of or otherwise affect any right or remedy of the party granting the time or indulgency and all rights and remedies shall be cumulative and not mutually exclusive.

##### **5.2 Law and Jurisdiction**

This Agreement shall be governed and construed in all respects in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

**AS WITNESS** the hands of the parties or their duly authorised representatives the date first above written

Signed by .....

Name: .....

Position: .....

For and on behalf of **GEOMIQ LTD**

Signed by .....

Name: .....

Position: .....

For and on behalf of the Supplier