

## MUTUAL CONFIDENTIALITY AGREEMENT

This agreement is made on

between:

whose registered office is at . Registered in England and

Wales #:

And

**Signum Corporate Communications Ltd [Sempervox]**, whose registered offices are at Consort Hse, 5 De Montfort Place, Leicester LE1 7GZ. Registered in England and Wales: 4473901.

### INTRODUCTION

- (A) The parties wish to discuss the opportunity between Sempervox and . The discussions 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”).
- (B) 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. Information disclosed under this Agreement will include, but not be limited to, commercial, financial, technical, operational, security or other information in whatever form (including information disclosed orally) which concerns the business and affairs of the parties and is of a confidential nature, including any such information disclosed prior to the date of this Agreement (“Confidential Information”).
2. Each party will:
  - a) keep in confidence any Confidential Information disclosed to it by the other party and will not disclose that Confidential Information to any person (other than their employees or professional advisers, who need to know the Confidential Information) without the written consent of the other party;
  - b) use the Confidential Information disclosed to it by the other party only for the purpose for which it was disclosed;
  - c) ensure that all people to whom the Confidential Information is disclosed under this Agreement are aware of the terms of this Agreement; and
  - d) make copies of the Confidential Information only to the extent strictly necessary to the purpose for which it was disclosed.
3. The parties will keep the existence, nature and content of this Agreement confidential, 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:
  - a) information which has been published other than through a breach of this Agreement;
  - b) information lawfully in the possession of the recipient before its disclosure under this Agreement took place; information obtained from a third party who is free to disclose it; information independently developed by a party;
  - c) information which a party is requested to disclose and, if it did not, could be required by law (including a regulatory body) to disclose.
5. No licenses or any 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. The obligations and restrictions in this Agreement will last for a period of 2 years from the date of the last disclosure of Confidential Information under this Agreement.
7. The receiving party will on request either:
  - a) return all copies of the Confidential Information to the disclosing party; or
  - b) destroy it and confirm in writing to the disclosing party that this has been done.
8. The disclosure of Confidential Information under this Agreement does not oblige either party to enter in to any further agreement with the other party.
9. This Agreement is governed by the Law of England and Wales.
10. Sempervox is the Trading Style of Signum Corporate Communications Ltd

**SIGNED on behalf of: Signum Corporate Communications Ltd [Sempervox]**

**SIGNATURE** .....

**NAME** .....

**POSITION** .....

**SIGNED on behalf of :**

**SIGNATURE** .....

**NAME** .....

**POSITION** .....