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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (The Agreement) is made on:

BETWEEN

- Pier Filippo Conti (VAT number GB1141065567) whose principal address is situated at Grosvenor Street, Wallasey, CH44 1AN
- Each a Party and together the Parties.

RECITALS

The Parties intend to engage in discussions relating to the development of knowledge support system for Artefact Manufacturing, (hereafter referred to as the 'Project'). These and further discussions may involve the disclosure and communication of information which contains confidential material which the Parties wish to protect from unauthorised disclosure and use.

IT IS HEREBY AGREED TO as follows:

- 1** In this Agreement "**Information**" shall mean:
 - .1** all documents, ideas, know-how and other knowledge or information disclosed by the Disclosing Party to the Recipient (whether disclosed in documentary or machine readable form or other material form, by demonstration or otherwise) in connection with the Project which includes but is not limited to products, formulation models, samples, specifications, processes, research and development and information regarding the Disclosing Party's regulatory, commercial, economic or business affairs; and
 - .2** any other document marked by the legend "confidential" or "proprietary" or by any other appropriate legend
 - .3** "**Disclosing Party**" shall mean the Party disclosing Information
 - .4** "**Recipient**" shall mean the Party receiving Information

.5 **"Employees"** shall include employees of and #####YOUR NAME#####

.6 **"Term"** means the term of this Agreement, in accordance with Clause 7.1.

2 In consideration of the exchange of Information by the Disclosing Party hereunder, the Recipient agrees that all Information disclosed by the Disclosing Party shall during the term of this Agreement and hereafter:

2.1 be treated by the Recipient as confidential;

2.2 not be disclosed to others, except to the Recipient's Employees who need to have access to the Information in order for the Recipient to discharge its obligations which arise from this Agreement; and

2.3 only be used for the purposes of the Project and for no other purpose without the Disclosing Party's prior written consent.

3 Clause 1.1 shall not include and Clause 2 will not apply to any information which the Recipient can show:

3.1 is already known to the Recipient at the date it was disclosed to it by the Disclosing Party and is or becomes free of restriction on the disclosure or use in question, or

3.2 is or becomes generally known or freely available to the public (except by reason of any breach by the Recipient of its obligations hereunder), or

3.3 is disclosed to the Recipient, free of restriction on the disclosure or use in question, by a third party who is entitled to make such unrestricted disclosure, or

3.4 is independently developed by the Recipient without recourse to the Disclosing Party's Information, or

3.5 is required to be disclosed by law, regulation or under an Order of a Court of competent jurisdiction.

4 Insofar as the Recipient is required by law, regulation or Order of a Court of competent jurisdiction to disclose any of the Information it will immediately notify the Disclosing Party in writing of the fact and of all relevant surrounding circumstances

- 4.1 The Recipient will use its best endeavours to resist disclosure and to maintain the confidentiality of any Information disclosed.
- 5 The Recipient will take such precautions and make such arrangements as are reasonably necessary to protect the Information received by it (and in any event no less than those the Recipient would take and make to protect its own confidential information).
- 6 No licence to either Party under patents, trademarks or copyrights or other allied or similar rights to use any Information is granted or implied by the disclosure of Information under this Agreement.
- 7 This Agreement shall come into force upon the Effective Date.
- 7.1 This Agreement shall continue in force for a term of 3 years from the effective date unless terminated in writing by one of the Parties prior to that date. The Agreement remains subject to termination in accordance with Clause 8.
- 8 This Agreement represents the entire Agreement between the Parties in relation to its subject matter and variations to this Agreement can only be made in writing and confirmed by both Parties.
- 8.1 Should this Agreement be terminated for any reason all material containing Information will be returned by the Recipient to the Disclosing Party together with all copies thereof, and no further use shall be made of the Information by the Recipient, save that the Recipient may retain one copy confidentially for audit purposes.
- 8.2 Nothing in this Clause 8 affects the continuing obligation of the Recipient to keep Information confidential notwithstanding the termination of this Agreement.
- 9 No person other than a Party to this Agreement shall have any rights to enforce any terms of this Agreement but for the avoidance of doubt PIER FILIPPO CONTI shall be entitled to enforce all of its terms.
- 10 This Agreement shall be deemed to have been made in England and shall be governed in all respects by English law and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.
- 11 Each person who signs this Agreement represents and warrants to each other Party hereto that he or she has the authority to do so and agrees to indemnify and hold harmless each other Party from any claim that such authority did not exist.

IN WITNESS WHEREOF this Agreement has been duly executed on the date first stated above.

Duly authorised to sign for and on behalf of **PIER FILIPPO CONTI**

Duly authorised to sign for and on behalf of

Signature

Signature

Date

Date

Name

Name