

09 February 2024

# Uptime Systems Ltd (1)

- and -

## Name (2)

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Agreement for the exchange of Confidential Information

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**THIS AGREEMENT** is made the 09/02/2024.

**BETWEEN:**

**(1) Uptime Systems Limited**, a company registered in England under number 10331420 whose registered address is at 21 Chartmoor Road, Leighton Buzzard, LU7 4WG and all its wholly owned subsidiary companies ("**Uptime Systems**")

(2) **Name**

**RECITALS**

(A) Uptime Systems Ltd and **Name** are and have been in discussions in which they have disclosed and will disclose confidential information about themselves, their business plans, software and companies and projects with whom/which they are involved with a view to possible areas of strategic cooperation, supply, purchase or other relevant actions ("**Project**").

(B) Uptime Systems Ltd and **Name** agree that the following terms and conditions apply where one of the parties discloses or has disclosed confidential information to the other party.

(C) The objective is to provide appropriate protection for the information whilst maintaining the parties' ability to conduct their respective businesses.

**IT IS AGREED** as follows:

**1. Definitions**

1.1. In this Agreement the following terms shall have the following meanings:

"**Confidential Information**" any information disclosed (whether in writing, orally or by any other means) by or on behalf of the Disclosing Party to the Receiving Party including, without limitation, any information relating to the Disclosing Party's products, inventions, operations, methodologies, systems, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities, or corporate, business or financial affairs;

"**Disclosing Party**" the party to this Agreement disclosing the Confidential Information;

"**Receiving Party**" the party to this Agreement to whom the Confidential Information is disclosed.

**2. Supply and Use of Information**

2.1. In consideration of each party supplying its Confidential Information to the other party and of the mutual obligations set out in this Agreement, the parties each agree:

(a) to keep the other party's Confidential Information confidential;

(b) not to use the other party's Confidential Information except for the purposes of the Project; and

(c) not to disclose the other party's Confidential Information to any third party and to use reasonable efforts to prevent any such disclosure except as expressly permitted by this Agreement.

**3. Confidentiality**

3.1. Each party shall protect the Confidential Information of the other party through the exercise of the precautions set out in this Agreement and no less protection and care than it customarily uses in preserving and safeguarding its own Confidential Information.

3.2. The Receiving Party will keep the Confidential Information in a secure environment, and not copy or use the Confidential Information except as is reasonably necessary in connection with the Project provided always that the Confidential Information remains subject to the confidentiality restrictions contained in this Agreement.

3.3. Nothing in this Agreement will prevent or restrict the development and use of any ideas, concepts, information or know-how relating to methods or processes of general application including those in the field of information technology and business processes.

3.4. The Receiving Party agrees to advise the Disclosing Party immediately if it is aware or suspects that the security of the Confidential Information has or may be compromised in any way and will co-operate in every reasonable way to assist the Disclosing Party in recovering the Confidential Information or preventing its further disclosure or use.

3.5. This Agreement shall not apply to Confidential Information which:

(a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Agreement or as a result of the negligent act or omission of the Receiving Party; or

(b) is acquired from a third party who owes no obligation of confidence in respect of the information; or

(c) is or has been independently developed by the Receiving Party; or

(d) the Receiving Party is required to disclose by law, by any court of competent jurisdiction or by a governmental or regulatory authority provided that the Receiving Party gives not less than 2 business days' notice in writing to the Disclosing Party of such disclosure. In any event any obligation of confidence will end after a period of 5 years after the Receiving Party last had access to the Confidential Information.

**4. Disclosure**

4.1. The Receiving Party shall not reproduce, copy, disclose, disseminate and/or transfer to any third party in whole or in part any Confidential Information of the Disclosing Party except in the following circumstances:

(a) with the prior written consent of the Disclosing Party; or

(b) on a need-to-know basis to its employees or agents or the employees of any associated company or firm, or in relation to any claim or possible claim in connection with this

Agreement, to its professional advisers, subject in each case to the provisions of clause 4.2 below.

4.2. The Receiving Party will ensure that any person to which it discloses Confidential Information of the Disclosing Party pursuant to clause 4.1 (a) above is:

(a) advised of the proprietary and confidential nature of the Confidential Information, together with the restrictions on duplication, use and disclosure; and

(b) contractually bound by appropriate obligations of confidence, before access to such Confidential Information is granted.

#### **5. No Licence**

5.1. No licence (express or implied, by estoppel or otherwise) under any trade secret right, trade mark, patent, copyright or other intellectual property right or any application for the same which is or may hereafter be owned by or licensed to the Disclosing Party is granted to the Receiving Party in relation to the Confidential Information except as expressly set out in this Agreement.

#### **6. Warranty and Liability**

6.1. Each party warrants to the other party that it has the right to disclose its Confidential Information to the other party.

6.2. Subject to clause 6.1 above and to the extent permissible by law, neither party accepts any responsibility for or makes any representations or warranties (express or implied, statutory or otherwise) with respect to the accuracy or completeness of any of the Confidential Information and neither party shall be liable to the other or any third party for any loss or damage resulting from use of the Confidential Information.

#### **7. Return of Documentation**

7.1. Each party undertakes within 7 days of receipt of a written request from the other party to return to the other party all documents and other materials in its possession, custody or control (including all copies of the same) that bear or incorporate any part of the other party's Confidential Information.

#### **8. Unauthorised Disclosure**

8.1. The parties acknowledge that monetary damages may not be sufficient remedy in respect of unauthorised disclosure of the Confidential Information and the Disclosing Party shall in those circumstances, without waiving its other rights and remedies, be entitled to such injunctive or equitable relief as may be deemed proper by a competent court.

#### **9. General**

9.1. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9.2. No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict the other party's rights and powers arising under this Agreement.

9.3. No waiver of any term or condition of this Agreement will be effective unless made in writing. Any amendments to this Agreement will not be effective unless agreed in writing and signed by both parties.

9.4. The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both parties.

9.5. This Agreement forms the entire agreement between the parties relating to the subject matter. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. The parties' obligations under this Agreement shall survive termination of any agreement or relationship between the parties.

9.6. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions will continue in full force and effect as if this Agreement had been executed without the invalid provision.

9.7. This Agreement is governed by and will be construed in accordance with the laws of England and in the event of dispute the parties will attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial the parties will seek to resolve the dispute through mediation using the services of the Centre for Dispute Resolution to facilitate the mediation process. If they have exclusive jurisdiction in connection with the resolution of the dispute.

9.8. This Agreement will remain in force for a period of 5 (five) years from the date of signature.

Signed by



Print Name

Barry Newton