

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made between :-

- (1) Chess plc (company no. 2797895) "Chess" whose registered office is at Bridgford House, Heyes Lane, Alderley Edge, Cheshire SK9 7JP and
- (2)

WHEREAS

- (1) The parties wish to disclose to each other for the purpose of exploring mutual business opportunities ("the Purpose") certain of their proprietary information which may include operations, processes, plans, trade secrets, customer details, business affairs, knowhow, drawings and specifications which are considered confidential by the disclosing party ("Confidential Information") and
- (2) The parties wish to protect Confidential Information in the manner set out in this Agreement and in the case of Chess, information relating to members of the group of companies of which Chess is a part may also be so disclosed, and Chess wishes similarly to protect such information.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- .1. In consideration of the mutual disclosure of Confidential Information each party undertakes:-
 - .(a) not to disclose Confidential Information it receives from the disclosing party to any third party except as expressly agreed in writing by the disclosing party other than to those of the receiving party's directors, officers, employees or advisers who are required for the Purpose to receive Confidential Information and to make those directors, officers, employees and advisers aware of, and ensure that they accept, the provisions of this undertaking;
 - .(b) to use or apply Confidential Information of the other party solely for the Purpose;
 - .(c) to return or destroy at its own expense all materials containing Confidential Information of the other party, including all copies in its possession (which shall include all copies in the possession of its directors, officers, employees and advisers), at the request of the other party.
- 2. 1.1 The obligations herein shall apply to all information disclosed by Chess which relates to or concerns members of the group of companies of which Chess is a part from time to time as if such information was Confidential Information.
 - .2. The undertakings in Clause 1 above shall not apply to any Confidential Information which:
 - .(a) is in the public domain at the date of its disclosure or subsequently becomes public knowledge in any way without breach of this Agreement; or
 - .(b) the receiving party can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party, or which has been developed by or for the receiving party independently of any Confidential Information disclosed to it by the disclosing party;
 - .(c) is disclosed to a party by a third party and is not the subject of any restriction as to its use or disclosure imposed by or on that third party at the time of disclosure by the third party; or
 - .(d) the receiving party is obliged to disclose by reason of any legal requirement.
- 3. 3. Neither party shall acquire by implication or otherwise any licence on or right or title to any Confidential Information communicated by or acquired from the other party.
- 4. 4. Nothing in this Agreement shall limit either party's right to conduct discussions with third parties provided that such discussions do not breach the terms of this Agreement.
- 5. 5. This Agreement shall remain in force for a period of ten years from the date of signature hereof, where after the parties' obligations hereunder shall continue to apply to all Confidential Information disclosed hereunder for two years from the date of the last such disclosure.
- 6. 6. This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.
- 7. 7. Neither party makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information.
- 8. 8. This undertaking shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have caused this Agreement to be executed by their duly authorised representatives on the date first above written.

Signed for and on behalf of: **CHESS PLC**

Signed for and on behalf of:-

Signed:

Signed:

Name:

Name:

Date:

Date:

