



TWO WAY CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made this ____/____/____ (Enter the date here)

BETWEEN: (Enter your name, company name and address below)

("the Discloser")

AND:
Ulsys Limited
Dean Clough
Halifax
West Yorkshire.
HX3 5AX

("the Recipient")

RELATING TO: Ulsys project – Pressure Monitoring Technology

("the Field")

WHEREAS:

Each party possesses valuable information, technical knowledge, experience and data of a secret and confidential nature relating to the Field, which may be regarded as assets of commercial value, and each party is willing to disclose such information to the other, on the condition that the other does not disclose the same to any third party, nor make use thereof in any manner except as set out below.

NOW, in consideration of the disclosing of such information, IT IS AGREED AS FOLLOWS:

1. Undertakings.

- 1.1. Each party undertakes to treat as strictly confidential and not to divulge to any third party any of the information disclosed by the other and not to make use of any such information without the other's prior written consent.

- 1.2. In the event of either party visiting the establishment of the other, the party undertakes that any further information relating to the Field, which may come to their knowledge as a result of such a visit, shall be kept strictly confidential and that any such information will not be divulged to any third party and will not be made use of in any way by the visiting party without the other party's prior written consent.



2. Limits to Undertakings.

The above undertakings shall not apply to: -

- 2.1. information which, at the time of disclosure, is published or otherwise generally available to the public;
- 2.2. information which, after disclosure by either party, is published or becomes generally available to the public, otherwise than through any act or omission on the part of the other;
- 2.3. information which either party can show was in their possession at the time of disclosure and which was not acquired directly or indirectly from the other.

3. Term.

The parties agree that, after five years from the date hereof, they shall be relieved from all obligations under this Agreement.

4. Assignment.

This agreement is not assignable by either party.

5. Damages.

- 5.1. Both parties agree that if they fail to comply with their obligations set forth herein, the other shall be entitled to an accounting, to be determined by an independent accountant agreed between the parties, and repayment of all losses which the other party or any company in its group of companies (if any) directly or indirectly caused to it as a result of or arising in connection with any such violation. Such remedy shall not be limited to any injunctive relief or other remedies to which the other party may be entitled under this agreement or otherwise at law or in equity.
- 5.2. Both parties agree to indemnify and hold the other harmless from and against all claims, losses, liabilities, damages, expenses and costs (including legal fees on a full indemnity basis and expert witnesses) which result from a breach or threatened breach of the conditions contained herein.

6. Severability / Waiver.

- 6.1. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, succinct affect the remaining provisions hereof, which shall remain in full force and effect.
- 6.2. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties.



7. Entire Agreement.

7.1. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations agreements and understandings of the parties, whether written or oral.

7.2. This Agreement shall be deemed to be subject to English Law and the jurisdiction of the courts of England and Wales.

For and on behalf of: Ulsys Ltd

Signed:

Print:

Position:

Date:

For and on behalf of: *(Enter your name, company name and address below)*

Signed:

Print:

Position:

Date: