

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the 17th day of May **2017**

BETWEEN:

- (1) **ACME International LTD**, (ACME) a limited liability partnership registered in England and Wales with registered number LTD1234567, whose principal place of business is situated at 221B Baker Street, London W1U 8ED ; and
- (2) **Cognitiv+ LTD** whose registered office is situated at 14-18 Finsbury Square, London, EC2A 1BR (" the Supplier")

WHEREAS

Both parties wish to disclose to each other certain confidential information for the purpose of enabling ACME and Cognitiv+ to understand the services provided by Cognitiv+. Both parties wish to ensure that the confidentiality of the information exchanged between them is maintained. They have accordingly agreed on the following terms to protect their interests.

IT IS AGREED AS FOLLOWS:

1. Definitions

1.1 Owner and Recipient

In this agreement "Owner" means which ever of the parties to this agreement is the provider of the Confidential Information and "Recipient" means which ever of the parties to this agreement is in receipt of the Confidential Information.

1.2 Confidential Information

In this Agreement, "Confidential Information" shall mean all information (in whatever form) disclosed directly or indirectly by the Owner to the Recipient or obtained (in whatever manner) by the Recipient directly or indirectly from the Owner. The term shall not, however, include:-

- (a) information in the public domain at the time of disclosure (save that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

- (b) information which passes into the public domain after disclosure through no act or default of the Recipient; or
- (c) information communicated to the Recipient by a third party who has the lawful right to do so without any duty to respect any right of confidence in the information; or
- (d) information which the Recipient can demonstrate to the reasonable satisfaction of the Owner was (prior to the time of disclosure) known to or had been independently generated by the Recipient; or
- (e) information which is trivial or useless or illegal.

2. Duty of Confidence

The Recipient shall at all times maintain the confidential nature of the Confidential Information disclosed to it by the Owner. Unless it has the prior written consent of the Owner, the Recipient shall not, except solely as strictly necessary for the purposes set out in the Recital hereto:-

- (a) disclose the Confidential Information to any person; or
- (b) make any copies of the Confidential Information; or
- (c) use the Confidential Information for any purpose.

3. Return of Information

- 3.1 The Owner shall be entitled at any time to require the return from the Recipient of such part of the Confidential Information which is in written form (or which has been reduced into writing by the Recipient), and to the extent Confidential Information is held in non-tangible form (including, without limitation, electronic copies stored on magnetic or other media) all such Confidential Information shall be permanently destroyed.
- 3.2 If so requested by the Owner, the Recipient shall promptly certify to the Owner that all Confidential Information reduced to written form has been returned, and that all non-tangible Confidential Information, as described in 3.1 above, has been destroyed. The Recipient shall comply with such a request without delay.

4. Remedies

- 4.1 The Recipient acknowledges that damages may not afford the Owner an adequate remedy in the event of Recipient's breach of the terms of this letter and that the Owner may obtain injunctions, orders for specific performance or other appropriate relief in the event of any actual or anticipated breach of these terms.

4.2 No failure or delay by the Owner in exercising any right, power or privilege under this letter will constitute a waiver of any such right, power or privilege or preclude the further exercise of that or any other such right, power or privilege.

4.3 If any of the terms of this letter are held to be illegal, invalid or unenforceable in whole or in part, the remaining terms and the remainder of the affected term will continue to be valid.

5. **Variation & Assignment**

5.1 No variation, addition, deletion or replacement of or from the terms of this letter will be effective unless made in writing and signed by or on behalf of the both parties to this agreement.

5.2 Parties to this agreement may assign or otherwise transfer its obligations under this letter without the prior written consent of the other party.

6. **Term & Duration**

The obligations contained in this Agreement will remain in effect for five (5) years from the date on which Confidential Information is last received or obtained by the Recipient, save that clauses 1, 2, 4 and 7 shall survive any expiry of this Agreement indefinitely.

7. **Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with Dutch law. The parties hereby submit to the jurisdiction of the Dutch courts for the purpose of resolving any dispute which arises under this Agreement.

Signed by the duly authorised representatives of the parties on the date set out above.

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for and on behalf of

ACME International LTD

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for and on behalf of