

Confidentiality Agreement

Parties

VIAMED LIMITED (No. 1291765) whose registered office is at 15 Station Road, Crosshills, Keighley, West Yorkshire BD20 7DT (hereinafter called Viamed")

And

Supplier

(Hereafter called the Supplier)

Recitals :

VIAMED has agreed with the Supplier to disclose the Confidential Information (hereinafter defined) to the Supplier on the terms and conditions as set out in this Agreement.

Operative Provisions :

1. Definitions in this Agreement:

- 1.1 "Confidential Information" means the confidential information, know-how and proprietary information in the System (hereinafter defined) including without limitation all ideas, designs, copyright, know-how formulae, inventions, processes, techniques and other information relating to the manufacture and use of the System and including without limitation any of the foregoing:
- 1.2 subsequently learnt by the Supplier (whether in breach of this Agreement or otherwise and whether developed Jointly with VIAMED or otherwise);
- 1.3 revealed now or at any subsequent time by VIAMED to the Supplier.
- 1.4 "Know-How" means any know-how, inventions, processes, techniques and information relating to VIAMED's products and VIAMED's processes and to the business of VIAMED.
- 1.5 "Permitted Purpose" means the purpose of the further development and sale by the Supplier of the System in order to enhance its commercial viability in accordance with the design and documents to be revealed to the Supplier by VIAMED following the execution of this Agreement.
- 1.6 "System" means the particular processes and products of VIAMED details of which are to be revealed by VIAMED to the Supplier following the execution of this Agreement.

2. Confidentiality Obligation

The Supplier hereby agrees

- 2.1 to keep the Confidential Information and the Know-How in strict confidence and secrecy;
- 2.2 to keep all physical records containing the Confidential Information and the Know-How and computer data embodying the Confidential Information and the Know-How in safe custody;
- 2.3 not to divulge the Confidential Information and the Know-How to anyone else or to make any use or any adaptation or variation of the Confidential Information and the Know-How except for the benefit of VIAMED in the course of the Permitted Purpose.

3. Access to the Confidential Information and the Know-How

The Supplier shall ensure that access to the Confidential Information and the Know-How shall be restricted to only those employees of the Supplier actively and necessarily engaged in the Permitted Purpose and that such employees will be made aware of their obligations of confidentiality in respect of the Confidential Information and the Know-How.

The Supplier shall ensure that they at all times comply with their obligations of confidentiality to Viamed in order to ensure that the Confidential Information and the Know-How is kept secret .

Ownership of the Confidential Information and the Know-How

4. Ownership of the Confidential Information and the Know-How

The Supplier acknowledges that the Confidential Information and the Know-How is the absolute property of VIAMED and the Supplier undertakes not to use the Confidential Information and the Know-How in order to develop, manufacture or sell any product embodying or utilising the Confidential Information and the Know-How without the express prior written agreement of VIAMED.

5. Limitation

Where the Confidential Information and the Know-How or any parts thereof.

- 5.1 are already generally known or subsequently become generally known in the trade except through breach by the Supplier of its obligations hereunder provided that any compilation or partial compilation of the Confidential Information and the Know-How shall remain confidential even though components or characteristics of the Confidential Information and the Know-How are in the public domain, as long as the way or manner in which such components or characteristics are inter-related is not in the public domain); or
- 5.2 are already known to the Supplier at the date of this Agreement and the Supplier can show the same to be the case from its written records and other data within 28 days from the date of this Agreement; or
- 5.3 become known to the Supplier, otherwise than in pursuance of disclosures to the Supplier and the Employee's duties and activities under this Agreement, from a third party who owes no obligations of confidence to VIAMED and puts no obligations of confidence upon the Supplier then the foregoing obligations on the part of the Supplier in respect of the Confidential Information and the Know-How or such parts as are or become known as aforesaid shall not apply or shall cease to apply (as the case may be and the Supplier shall be free to use the same provided always that such use is not restricted by any patent, copyright or design or any application for the same or any other intellectual property right) for its own use and benefit.

6. Ownership of Physical Records

The Supplier shall forthwith upon any written request by VIAMED return to VIAMED all physical records and computer data embodying, revealing or otherwise concerning the Confidential Information and the Know-How in the custody or control of Supplier and until then shall keep the same in safe custody. The Supplier shall not following any such request keep or permit to be kept any copies of such physical records and computer data or any notes in respect thereof.

7 Waiver

Any failure by VIAMED at any time to enforce any provision of this Agreement shall not be deemed to be a waiver of such provision or of any other provision of VIAMED's right thereafter to enforce any provision of this Agreement.

8. Entitlement to Injunctive Relief

The Supplier acknowledges that the Confidential Information and the Know-How and the constituent parts thereof are valuable property and that damages may not be an adequate remedy for any breach by the supplier of this Agreement. The Supplier acknowledges that VIAMED shall be entitled to an injunction or other

equitable relief in respect of any actual or threatened breach by the Supplier of this Agreement without the need on the part of VIAMED to prove any special damage.

9. Severability

If any provision of this Agreement is determined by any court, tribunal or administrative body of a competent jurisdiction to be wholly or partly unenforceable for any reason:

9.1 such unenforceability shall not affect the rest of this Agreement; and

9.2 the parties shall in good faith amend this Agreement (and if necessary enter into a new agreement) to reflect as near as may be the spirit and intention behind such unenforceable provision so that the same complies with the laws of that jurisdiction.

10 Law

This Agreement shall be construed in accordance with the laws of England and the parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts. IN WITNESS whereof the parties have executed and delivered this Agreement as a deed the day and year first above written.

SIGNED as a DEED and DELIVERED by Date
Supplier
and

SIGNED as a DEED and DELIVERED
by VIAMED LIMITED

.....Date