

Confidentiality Agreement

made on the 1st November 1996

BETWEEN

HMW Computing Limited of Hamilton House 1 Temple Avenue London EC4Y 0HA *and*

John Butler Associates of 76 Hide Road Harrow.

Hereinafter referred to as “The Parties” to this Agreement.

The execution of associated agreements necessarily commits the Parties to place confidential information, belonging to one of the Parties, at the other’s disposal; it is also inevitable that the personnel of the parties, in accordance with the execution of the agreement, necessarily or incidentally have knowledge of this confidential information.

WHEREBY IT IS AGREED AS FOLLOWS:-

1. Definitions

1. The confidential information mentioned in the preceding section:
 - Includes the practise, business, dealings and affairs of the either Party and that of its customers,
 - Can be related to the equipment (“hardware”) and/or knowledge or techniques of software;
 - Can be related to financial procedures, formulae and models, information about customers or confidential information on policy in the wider sense of the word;
 - Can be related to proprietary, trade or professional secrets, ideas, and techniques of either Party,
 - Can be stored in or on any media, for example, but not excluding other forms, paper, film, magnetic tape or disk;
 - Can wholly or partially consist in, amongst other studies, manual designs, constructions designs, technical descriptions, detailed plans, functional specifications, procedures, computer programs, computer codes, calculations and,
- Will hereinafter be defined as the “Information” of the Parties to this Agreement.
2. The Parties personnel includes employees, sub-contractors, agents and substitutes of either Party.

2. Agreement

3. Both Parties are obligated to maintain the confidentiality of the Information. Neither Party shall disclose or pass on any part of the Information of the other Party, or utilise (other than in connection with the affairs of the said Party for the purposes of this Agreement) Information or its direct product of the other Party, except as permitted herein, and the Parties shall procure that their personnel shall observe these conditions.
4. The Parties commit themselves to keep all Information strictly confidential and not to disclose any Information to third parties, with exception of those personnel who necessarily need to know the Information in accordance with the execution of any agreement between the Parties, provided that such employees or agent shall have executed a confidentiality agreement containing substantially the same terms as this letter agreement and a copy of such confidentiality agreement is forwarded to the other Party. The Parties will thus take all measures that are reasonably necessary to maintain the secrecy of the Information.
5. Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party, and are clearly marked as confidential, remain confidential to the Parties. Such information will only be made available by the Parties to those personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Either Party is entitled to demand the return of all copies of any such documents or other materials and data or other information within one month by giving the other party written notice.



- 6. Both parties undertake that any information which is received from the other party in the provision of the Services will only be used for the purposes of this Agreement.

3.Termination

- 7. This Agreement will continue indefinitely until both parties agree in writing to terminate this agreement.
- 8. On the cessation of this Agreement, each party shall return to other all documents or other material containing the Confidential Information.

4.Exceptions

- 9. The obligations mentioned in this Agreement will not be applicable to any such Information which:
 - Was already available to the receiving party before its disclosure by the disclosing party;
 - Was already publicly known before its disclosure by the disclosing party;
 - Was received from a third party that possesses the Information who does not have any contractual, legal or fiduciary obligation not to disclose the information to others;
 - Is required to be disclosed as a result of a court order, subpoena or similar legal duress, as long as the disclosing party provides the other party with a written notice of such requirement before such disclosure; and,
 - Is approved for release by written authorisation of the disclosing party.

5.General

- 10. The obligations set out in this letter shall extend to all discussions of any kind the Parties may have.
- 11. Both Parties undertake to comply fully with the Data Protection Act, 1984 and all employees, agents and sub-contractors shall observe the provisions of that Act.

6.In acknowledgement of this Agreement,

The Parties hereto have hereunder set their respective hands the day and year first above written.

SIGNED for and on behalf of

HMW Computing _____

Name & Position _____

Date _____

in the presence of _____

SIGNED for and on behalf of

Name & Position _____

Date _____

in the presence of _____