

Ultramed Ltd

STANDARD NON DISCLOSURE AGREEMENT

VERSION 2.1

APRIL 1, 2019

Presented by:
Rob Misselbrook

Confidentiality Agreement

THIS AGREEMENT ('the Agreement') is made and entered into on the date last executed between

Name of Company: Ultramed Ltd Registered Office: Tremough Innovation Centre, Penryn Campus, TR109TA
Company Number 09242021

And

Name of Company:

Registered Office:

Company Number:

each a 'Party' and together 'the Parties'.

WHEREAS

- A. The Parties are in possession of Proprietary Information relating to the Subject Matter (as set out in Schedule I).
- B. Each Party considers that it may be mutually beneficial to disclose to and receive from the other Party Proprietary Information for the Permitted Purpose (as set out in Schedule II).
- C. In consideration of the benefits to the Parties of the disclosure of the Proprietary Information, the Parties have agreed to comply with the terms set out in this Agreement.

NOW IT IS HEREBY AGREED as follows;

1. Definitions

For the purposes of this Agreement:

- 1.1 'Proprietary Information' means information in whatever form relating to the Subject Matter and disclosed by one Party ('the Supplying Party') to the other ('the Recipient Party') whether written or oral or otherwise (and whether received or copied under the terms of this Agreement or in breach thereof or otherwise) other than such information which the Recipient Party can prove:
 - 1.1.1 is in, or comes into, the public domain otherwise than by a breach of the terms of this Agreement or any undertaking of confidentiality;
 - 1.1.2 was in its possession by virtue of being recorded in its files as a result of independent research or being in its use prior to receipt from the Supplying Party;
 - 1.1.3 was received from a bona fide third party not receiving the information directly or indirectly from the Supplying Party and such third party was free to disclose it; or
 - 1.1.4 the Supplying Party agreed in writing may be disclosed.
- 1.2 'Permitted Purpose' means that purpose referred to in Schedule II annexed hereto.
- 1.3 'Subject Matter' means the subject matter as set out in Schedule I.

2. Obligations of Recipient Party

2.1 In respect of Proprietary Information, the Recipient Party hereby undertakes:

- 2.1.1 to treat Proprietary Information as being confidential and proprietary to the Supplying Party;
- 2.1.2 not to use the Proprietary Information for any purpose whatsoever other than for the Permitted Purpose;
- 2.1.3 only to disclose the Proprietary Information and then only to the extent necessary, to those of its employees to whom disclosure is strictly necessary for the Permitted Purpose and always provided that the Recipient Party (i) makes such persons aware of the provisions of this Agreement and (ii) remains liable for such persons' compliance with the Recipient Party's obligations set out in this Agreement;
- 2.1.4 not to disclose the Proprietary Information in whole or in part to any third party, without prior written consent of the Supplying Party, which may be withheld in its absolute discretion;
- 2.1.5 not to copy, reduce to writing or otherwise record the Proprietary Information except as strictly necessary for the Permitted Purpose (and any such copies, reductions to writing and records shall be the property of the Supplying Party);
- 2.1.6 not to use, reproduce, transform, or store the Proprietary Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
- 2.1.7 to establish and maintain adequate security measures to safeguard the Proprietary Information from unauthorised access or use;
- 2.1.8 on demand of the Supplying Party to return all or part of the Proprietary Information and following any such demand then the provisions of Clause 4.3 below shall apply in respect of such Proprietary Information; and
- 2.1.9 not alone nor jointly with other parties in any capacity directly or indirectly or for its own benefit or that of other parties to disclose or use Proprietary Information for any other purpose save for the Permitted Purpose.

2.2 A Party may disclose Proprietary Information to the extent such Proprietary Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of this disclosure as reasonably possible.

3. Warranties and Liabilities

3.1 This Agreement shall not:

- 3.1.1 be construed as granting expressly or by implication any rights in respect of any intellectual property right in force and belonging to the Supplying Party; or
- 3.1.2 constitute any representation warranty or guarantee to the Recipient Party by the Supplying Party with respect to the suitability of any Proprietary Information or any part thereof for any purpose or with respect to the non-infringement of intellectual property rights in force belonging to any third party nor shall the Supplying Party be liable to the Recipient Party for any errors or omissions in any Proprietary Information disclosed to the Recipient Party.

4. Duration and Termination

- 4.1 This Agreement shall come into effect upon the date last executed and shall terminate after twenty four (24) months unless previously renewed or extended by prior written agreement between the Parties for a period of not less than twenty four (24) months.
- 4.2 Each Party may without prejudice to any of its rights arising hereunder terminate this Agreement forthwith upon giving written notice to the other Party where that other Party commits any breach of the terms of this Agreement.
- 4.3 In the event that this Agreement is terminated in accordance with Clause 4 or for any other reason the Recipient Party undertakes that it shall forthwith:
 - 4.3.1 cease to make any use of the Proprietary Information disclosed to it;
 - 4.3.2 promptly return and deliver to the Supplying Party all materials and documents whether authorised or made in breach of this Agreement or otherwise incorporating any Proprietary Information disclosed pursuant to this Agreement together with all copies thereof or where authorised in writing by the Supplying Party destroy or delete all such material and documents incorporating any Proprietary Information and produce an appropriate certification as evidence of such destruction or deletion;
 - 4.3.3 promptly erase all of the Supplying Party's Proprietary Information from its computer systems or which is otherwise stored in electronic form; and

- 4.3.4 promptly disclose in writing to the Supplying Party all information relating to any breach of this Agreement including names and addresses of any party to whom Proprietary Information may have been disclosed,

provided that the Recipient Party may retain documents and materials containing, reflecting, incorporating, or based on the Supplying Party's Proprietary Information to the extent required by law or any applicable governmental or regulatory authority.

- 4.4 Notwithstanding the termination of this Agreement each Party agrees to continue to comply with the obligations as to the disclosure and use of Proprietary Information until it comes into the public domain otherwise than by breach of the terms of this Agreement or for a period of 5 years from the disclosure of such Proprietary Information whichever occurs first.

5. Indemnity

- 5.1 Each Recipient Party:

- 5.1.1 shall fully indemnify the Supplying Party against any and all actions claims liability costs damages charges and expenses suffered or incurred by the Supplying Party in connection with or arising out of any breach of the provisions of this Agreement by the Recipient Party or by its employees or third parties to whom it has disclosed Proprietary Information or has allowed access thereto; and

- 5.1.2 acknowledges and confirms that a breach of its obligations under this Agreement cannot be compensated adequately by an award of damages or indemnity or other pecuniary remedy and the Supplying Party shall be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief to redress any such breach.

- 5.2 Nothing in this Clause 5 shall be construed as a waiver by either Party of any of its rights including damages or indemnity or other pecuniary remedy.

6. Assignment

Neither Party shall assign its interests in this Agreement to any third party without the prior written consent of the other Party which may be withheld at its absolute discretion.

7. Points of Contact

7.1 The Parties each designate the following individual in their respective organisations who shall be responsible for the transmission of Proprietary Information and for recording its disclosure and receipt hereunder.

For: Ultramed Ltd
Title: Finance Director
Name: Rob Misselbrook
Contact details: rob@ultramed.co

For: [COMPANY Y]
Title: [DIRECTOR]
Name: [NAME]
Contact details: [EMAIL]

7.2 Any substitution in the name or address of the above individuals shall be made in writing upon giving reasonable notice.

8. No Joint Venture or Partnership Created

Nothing in this Agreement shall be deemed to constitute create or give effect to or otherwise recognise a joint venture partnership or formal entity of any kind and the Parties shall at all times stand in relation to each other as independent contractors and neither Party shall hold itself out to any third party as agent of the other.

9. Governing Law and Jurisdiction

This Agreement and all matters (including, without limitation, any contractual or non-contractual obligation) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with English law. The Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) save that any Party may seek equitable relief in any court of competent jurisdiction.

10. Entire Agreement

- 10.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 10.2 Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 10.3 No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised representatives).

11. Notices

Any notice to be served pursuant to this Agreement shall be sent by recorded delivery or registered post or by facsimile to the address of the Party for whom it is intended set out above. Any such notice shall be deemed to

have been given, if sent by post, at the expiration of ten business days after it shall have been posted or, if sent by facsimile the first business day after dispatch.

12. Rights of Third Parties

A person who is not a Party to this Agreement shall not have any rights under or in connection with it.

13. Interpretation

The headings in this Agreement are intended only for convenience and shall not affect its construction.

Signed for and on behalf of Ultramed Ltd Signed for and on behalf of

By: Rob Misselbrook By:

Title: Finance Director Title:

Signed: ...  Signed:

Date: ...01 Apr 2019... Date:

SCHEDULE I

Subject Matter:-

Ultramed's Software Architecture and associated IT

SCHEDULE II

Permitted Purpose:

EPIC Grant Tender 19440 on Contracts Finder

