

**RECIPROCAL CONFIDENTIALITY AGREEMENT (the “Agreement”)**

Date: 25/10/2016

**Parties**

- (1) Cloud9 Insight Ltd. (“C9”)  
Queensbury House  
106 Queens Road  
Brighton  
BN1 3XF
- (2) Enhanced (“”)

**RECITALS**

- (A) C9 owns or controls Confidential Information relating to the business of C9 and intellectual property rights in it.
- (B) owns or controls Confidential Information relating to the business of and intellectual property rights in it.
- (C) For the purpose of the Project the parties wish to disclose Confidential Information one to the other.
- (D) The parties wish to regulate how Confidential Information is to be treated while in the possession or control of the Recipient.

**DURATION**

The obligations of the parties under this Agreement will cease to have effect upon the expiry of five years from its date or until superseded by another agreement.

**CONDITIONS**

**1. Definitions**

“Confidential Information” – any and all information, in whatever form, whether tangible or intangible, and whether disclosed before or after this Agreement, which is now or at any time after the date of this Agreement, owned or controlled by the Disclosing Party

“Disclosing Party” – the party disclosing the Confidential Information to the other;

“Project” – Jointly-developed decision support applications

“Proper Use” – the use of Confidential Information wholly necessarily and exclusively for the Project.

“Recipient” – the party receiving Confidential Information from the other.

## 2. Undertakings of the Recipient

In consideration of the Disclosing Party disclosing Confidential Information to the Recipient, the Recipient undertakes to:

- 2.1 use such Confidential Information, only for the Proper Use;
- 2.2 keep confidential all Confidential Information that it may acquire in any manner;
- 2.3 permit access to all Confidential Information only to such of its employees, contracted Associates covered by same NDA and agents as need such Confidential Information for the Proper Use; and inform each of them of the confidential nature of the Confidential Information and of the Recipient’s obligation under this Agreement;
- 2.4 make copies of the Confidential Information only to the extent strictly necessary for the Proper Use;
- 2.5 keep the existence, nature, and content of this Agreement and the Project confidential;
- 2.6 on request of the Disclosing Party, made at any time, deliver to the Disclosing Party or destroy all documents and other material in the possession, custody or control of the Recipient that bear or incorporate any part of the Confidential Information;

## 3. Exceptions

The Recipient shall not be bound by the provisions contained in Clause 2 above if such Confidential Information:

- 3.1 was already in the lawful possession of the Recipient and at its free disposal before the disclosure by the Disclosing Party to the Recipient;
- 3.2 is lawfully disclosed to the Recipient without any obligations of confidence by a third party;
- 3.3 is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Recipient or the Recipient’s agents or employees;

- 3.4 is replicated by development independently carried out by or for it by an employee or other person without access to or knowledge of the Confidential Information;
- 3.5 is required to be disclosed by a government body or court of compellable and competent jurisdiction.

#### 4. Scope

Neither this Agreement, nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention or commitment by either party or their respective Affiliated Companies to:

- 4.1 procure any product or service; or
- 4.2 make any commitment with respect to the present or future marketing of any product or service; or
- 4.3 negotiate or enter into a contract with the other party; or
- 4.4 be liable for the costs of the other party in carrying out evaluation of preliminary development work, before a contract (if any) is entered into; or
- 4.5 grant a licence of any intellectual property right; or
- 4.6 make any representation, warranty, assurance, guarantee, or inducement of any kind; or
- 4.7 enter into any partnership or joint venture agreement with the other party.

#### 5. Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of England, and each party submits to the exclusive jurisdiction of the English Courts.

The parties acknowledge and agree that in the event of a default by one party damages will not be a sufficient remedy for the other party. Accordingly, in addition to other remedies, the other party shall have the right to injunctive relief or specific performance.

#### 6. Survival

This Agreement shall survive and continue and shall not merge with any subsequent agreement between the parties.

**7. Waiver**

It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege there under.

**8. Amendments and Termination**

This Agreement may be amended or terminated only in writing signed by the authorised representatives of the parties.

Signed: 

Print Name: Carlene Jackson

Position: Director

For and on behalf of Cloud9 Insight Ltd.

Signed:.....

Print Name:

Position:

For and on behalf of Enhanced