



Patent Seekers

CONFIDENTIALITY AGREEMENT

February 2019

Patent Seekers Ltd Innovation House, 6 Cedar Court, Hazel Drive, Newport, UK NP10 8FY
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Confidentiality Agreement

PARTIES:

- (1) Patent Seekers Ltd, a company registered in England and Wales under number 05914848 whose registered office is at Innovation House, 6 Cedar Court, Hazel Drive, Celtic Springs, Newport, NP10 8FY (the “**Recipient**”); and
- (2) You (the “**Discloser**”), being a customer of the Recipient.

RECITALS:

- (A) For the purpose of enabling and facilitating the Recipient to provide tailored patent and/or design search services to the Discloser (“**the Services**”) the Discloser has agreed to provide Confidential Information to the Recipient.
- (B) In consideration of the Discloser disclosing to the Recipient the Confidential Information the Recipient and the Discloser have agreed to the terms set out below.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1. In this Agreement unless the context otherwise requires, the following words have the following meanings:

- 1.1.1. ‘**Commencement Date**’ means the date the Discloser accepted the Recipient’s Terms and Conditions when accepting the Recipient’s quotation or the date of any performance of the Services (whichever happens earlier);
- 1.1.2. ‘**Confidential Information**’ means any information disclosed by the Discloser to the Recipient whether disclosed orally, in writing or otherwise, that at the time of disclosure was marked by the Discloser as “*confidential*” or should have been reasonably understood by the Recipient to be confidential and is not limited to, trade secrets, discoveries, ideas, concepts, processes, formulae, know-how, techniques, designs, specifications, photographs, drawings, diagrams, data, computer programs, business activities and operations, reports, studies and other technical and business information of the Discloser and any other material made available by the Discloser to the Recipient or by a third party on the Discloser’s behalf to the Recipient, for the purpose of considering, or furthering the Services (and any information derived from such information);
- 1.1.3. ‘**Services**’ means the provision of tailored patent and/or design search services to the Discloser by the Recipient as detailed in the quotation provided by the Recipient.

2. Term

2.1 This Agreement came into force on the Commencement Date.

3. Confidentiality

3.1 In consideration of the Discloser agreeing to disclose the Confidential Information to the Recipient to enable and facilitate the provision by the Recipient of the Services to the Discloser, the Recipient hereby agrees as follows:

3.1.1. to treat all and any of the Confidential Information disclosed to it or acquired by it as strictly confidential, taking all reasonable steps to preserve such confidentiality; and

3.1.2. not to use any of the Confidential Information for any purpose other than the provision of the Services to the Discloser; and

3.1.3. not to disclose any of the Confidential Information to a third party without the prior written consent of the Discloser and then only under conditions of confidentiality.

3.2 Notwithstanding Clause 3.1, the Recipient may disclose the Confidential Information to the Recipient's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information in order for the Recipient to provide the Services to the Discloser and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

3.3 The obligation of confidentiality and the prohibitions against use of the Confidential Information hereby undertaken by the Recipient will not apply to any information which:

3.3.1 is already known to the Recipient prior to disclosure by the Discloser and is not subject to any other obligation of confidentiality;

3.3.2 becomes generally known or available in the public domain through no act or default of the Recipient;

3.3.3 becomes known to the Recipient by disclosure from a third party who has the lawful right to disclose such information;

3.3.4 the Recipient is required to disclose to any third party by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Recipient on any recognised stock exchange, provided that, so far as is practicable to do so, the Recipient shall consult with the Discloser prior to such disclosure with a view to agreeing its timing and content.

4. General

- 4.1 No variation of this Agreement will be of any effect unless it has been agreed in writing and signed by or on behalf of both parties.
- 4.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 4.3 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claims which may arise out of or in connection with this Agreement.

Signed by D A Parry (Technical Director)

for and on behalf of the Recipient:

