



# Patent Seekers

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## CONFIDENTIALITY AGREEMENT

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May 2018

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## 1. Overview

It is important that you read these terms and conditions carefully as they will form the basis of a legally binding contract between Patent Seekers Limited ('Patent Seekers') and its customers ('the Customer'). Dealings with Patent Seekers are subject only to these terms and conditions as they stand under English Law.

## 2. Definition

- 2.1. For the purposes of this document 'we' and 'our' and 'us' refers to Patent Seekers while 'Customers' and 'clients' and 'their' refers to the organisation or an individual requesting Patent Seekers' services.
- 2.2. The Customer intends to disclose information to Patent Seekers, and/or Patent Seekers may obtain access to information (the 'Confidential Information'), for the purpose of, and/or in the course of providing intellectual property searching services to and/or on behalf of the Customer or the Customer's clients ('the Purpose').
- 2.3. 'Confidential Information' is all information or data disclosed directly by the Customer or by a third party on the Customer's behalf to us for the Purpose. This includes but is not limited to the Customer's business, trademarks, operations, processes and business know how, or any information relating to the business, technology or intellectual property of clients or prospective clients of the Customer.
- 2.4. Confidential information excludes the following:
  - 2.4.1. Information which becomes common knowledge without breach of this agreement by Patent Seekers.
  - 2.4.2. Information disclosed to Patent Seekers by some other source.

## 3. General

- 3.1. We produce reports which are an independent opinion for guidance only and therefore not guaranteed for accuracy or suitability.
- 3.2. Unless otherwise agreed between Patent Seekers and the Customer, the results of the services shall be delivered in a form, which Patent Seekers deems suitable.
- 3.3. Prior to the search services taking place, the Customer undertakes to provide Patent Seekers, information known to the Customer to facilitate such Search Services.
- 3.4. Our reports cannot be copied for general publication or distribution without prior written permission from Patent Seekers.
- 3.5. We will make all reasonable efforts to provide reports with due care and within the specified time frames.
- 3.6. If a report is delayed more than five business days from the specified time frame and the cause of such delay has been due to Patent Seekers, then we shall make a reasonable reduction of the price. We will not be liable for any delay not caused by us.
- 3.7. Patent Seekers services can be amended or adjusted during the term of the agreement without prior notice. Such amendments or adjustments deemed by Patent Seekers to be material will be notified to the Customer. Any such amendments or adjustments will not entitle the Customer to compensation.

## 4. Customer and Credit Information

- 4.1. The Customer agrees that prior to and during the term of the Agreement Patent Seekers are entitled to obtain information about the Customer and their credit worthiness.

## 5. Payment and Remuneration

- 5.1. All reports must be paid for in full within 30 days of receipt of invoice.
- 5.2. Payment must be in made in one of the forms stated on our website or by prior arrangement.
- 5.3. Payment must be in accordance with our price list in force at the time, or as agreed upon in writing between Patent Seekers and the Customer.
- 5.4. During the term of the Agreement Patent Seekers are entitled to amend or adjust the prices list.

## 6. Confidentiality

- 6.1. During and after the terms of the Agreement, Patent Seekers agrees that all information passed from the Customer to Patent Seekers shall be Confidential Information and maintains:
  - 6.1.1. Not to make commercial use thereof.
  - 6.1.2. Not to use for the benefit of itself or any third party other than pursuant to a further agreement with the Customer.
  - 6.1.3. Patent Seekers undertakes to keep the Confidential Information secure and not to disclose it to any third party except to its employees who need to know the same for the Purpose, who know they owe a duty of confidence to the Customer and who are bound by obligations equivalent to those in this agreement.
- 6.2. The Customer is responsible for transferring all Customer information to Patent Seekers in a secure manner.

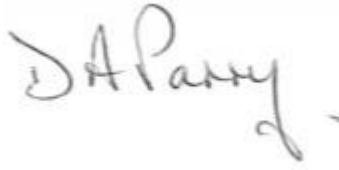
## 7. Disputes

- 7.1. Any disputes between the Customer and Patent Seekers will wherever possible be resolved through negotiations between the parties. Where agreement cannot be made in this manner the matter will be taken to arbitration. Where agreement cannot be reached through arbitration the dispute will be settled in a UK Court under English Law.

Signed on behalf of Patent Seekers Ltd:

Print Name: Dean Parry

Position: Technical Director



Signed on behalf of customer:

Print Name:

Position:

Company: