



MUTUAL CONFIDENTIALITY AGREEMENT

between

IT Governance Ltd a company incorporated under the Companies Acts with registered number 4418178 and having its registered office at Unit 3, Clive Court, Cambridgeshire Business Park, Ely CB7 4EH ("the Company")

and

YOU - the individual or organisation that has purchased 1 or more hours of LiveOnline consultancy and support services from the Company, as evidenced by a sales receipt or sales invoice issued in the Company's official form ("the Client")

WHEREAS:

- 1 Discussions have commenced or are about to commence between the Company and the Client for the purpose of the Company providing LiveOnline consultancy and support to the Client; and
- 2 In connection with the purpose above, the Company may provide the Client and the Client may provide to the Company Confidential Information (as hereinafter defined)

IT IS AGREED as follows:

- 1 In this Agreement the following expressions shall have the meanings set opposite them respectively:

"Confidential" means the information pertaining to the aforementioned Client or the Company that is communicated in confidence between the Company and the Client and that is not in or has not entered the public domain and is not generally available to the public;

"Confidential Information" means confidential commercial, financial, marketing, technical, electronic or other information, of whatever nature related to the Project, including, know-how and trade secrets and all other information in any form or medium whether disclosed orally, in writing, in the form of machine readable code or embodied in hardware or any other physical medium, which is

disclosed before or after the date of this Agreement or which is produced from such information (including any evaluations);

2 In consideration of the mutual undertakings contained herein the Company and the Client (“the Parties” and, individually, “Party”) agree as follows:

2.1 The Parties hereby undertake in relation to each other that it shall:

2.1.1 not at any time, without the prior written consent of the other Party, disclose or reveal any Confidential Information to any person or Party whatsoever (other than persons referred to at Clause 2.1.9 below) and shall not send any Confidential Information, or cause the same to be sent by post, fax, telephone, video conferencing or electronic mail or by way of any other form of data transmission without the prior consent of the other Party;

2.1.2 use the Confidential Information solely for the purpose outlined above, or such other purposes, as the Parties may agree;

2.1.3 maintain strict confidentiality in respect of all the Confidential Information;

2.1.4 treat and safeguard as private and confidential all Confidential Information that is received or communicated to it;

2.1.5 not at any time, without the prior written consent of the other Party, take, make or retain any copies, reproductions or facsimiles of any Confidential Information in any form of media or materials, except that a Party may, to the extent reasonably necessary in connection with its evaluation for the purpose above, copy, adapt and analyse the Confidential Information and incorporate the Confidential Information into reports and analyses;

2.1.6 keep separate all Confidential Information, and all information generated based thereon from all its other documents and records;

2.1.7 keep all documents and other materials bearing or incorporating any of the Confidential Information at the usual place of business;

2.1.8 not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system, save that this shall not restrict those persons referred to in clause 2.1.9 below from transmitting and receiving Confidential Information via email from computers outside of the respective Party’s usual place of business;

2.1.9 only allow exclusive access to the Confidential Information to such of its consultants, agents and advisers (being its bankers, lawyers, accountants and technical advisers) (“advisers”) who at the time of access have reasonable need

to see and use it for the purposes of the Party's evaluation for the purpose above. Each Party shall inform any such Advisers of the confidential nature of the Confidential Information and their obligations in respect thereof; and

- 2.2 Where any Confidential Information is stored in physical form and the owning Party requires its destruction, the receiving Party will do so by way of cross-shredding, burning, pulping or pulverising, as appropriate. Where any Confidential Information is stored in electronic form and the owning Party requires its destruction, the receiving Party will ensure that all storage media is deleted and overwritten. If such deletion or overwriting does not ensure that the Confidential Information cannot be accessed thereafter, the media shall be destroyed as indicated above.
- 2.3 Each Party agrees to keep the existence of any evaluations, discussions and negotiations confidential and not to make any public announcement in relation to, or public comment on, such evaluations, discussion and negotiations or reveal the existence of the negotiations and discussions to any third party without the prior written consent of the other Party. Notwithstanding the foregoing provisions, each Party shall be entitled to reveal the existence of any such evaluations, discussions and negotiations on a confidential basis to such of its employees, consultants, agents and advisers as provided in Clause 2.1.9 to whom such disclosure is reasonably required.
- 2.4 Each Party acknowledges to the other Party that at any time it may require the other Party to cease all use of the Confidential Information and, in such event, it will immediately return to the other Party, or at its option may alternatively elect to destroy all of the original versions of the Confidential Information and copies thereof in its possession. Within seven days of return or destruction of the Confidential Information, it shall provide the other Party with a written declaration confirming that it has not retained any document, file or other media containing any part of the Confidential Information or based in any way on the Confidential Information.
- 2.5 Each Party agrees that unless otherwise stated, the obligations and undertakings of confidentiality detailed in this Agreement shall continue in full force and effect until the other Party releases it therefrom by notice in writing.
- 2.6 The provisions of this Agreement shall not apply to any information which is required to be disclosed by a Party to a regulatory body or a court of competent jurisdiction.
- 2.7 This Agreement shall be governed by and construed in accordance with the law of England and is subject to the non-exclusive jurisdiction of the English courts.



SIGNED for and on behalf of IT Governance Ltd

by Alan Calder

Director/Authorised Signatory

At Ely

On 10 June 2008

The CEO is the owner of this document and is responsible for ensuring that this procedure is reviewed in line with the review requirements of the ISMS.

A current version of this template is available to all members of staff in the ISMS manual and is available in electronic format.

This procedure was approved by the CEO on 10 June 2008 and is issued on a version controlled basis under his signature

Signature:

Date: 10 June 2008

Change history

Issue 1 10 June 2008 Initial issue