

Dated day of

.....

- and -

Audit Compliance Limited

MUTUAL CONFIDENTIALITY AGREEMENT

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THIS AGREEMENT is made on the day of

PARTIES

1. ("FNLN") whose address and principal place of business is at
.....
2. **Audit Compliance Ltd ("ACL")** whose principal place of business is
at 11 Maresfield Road, Barleythorpe, Oakham, Rutland LE15 7FW

BACKGROUND

FNLN and **ACL** wish to disclose information to each other relating to their respective products and businesses for the purpose of identifying any possible areas of co-operation ("**Purpose**").

IT IS AGREED

as follows:

1. In this Agreement
 - 1.1. "Authorised Representative(s)" means those persons, employees, officers and directors of the receiving party or of any member of it Group together with its professional advisers;
 - 1.2. "Confidential Information" means any information or data relating to the disclosing party, any member of the disclosing party's Group or to their respective businesses which is in written, electronic or other visual or machine readable form or which is communicated orally, including but not limited to, any kind of commercial or technical information, business, financial and marketing information, computer software and know-how which is made available to the receiving party in connection with the Purpose;

PROVIDED THAT Confidential Information does not include any information which the receiving party is able to demonstrate:

- 1.2.1. is already in the public domain or which becomes available to the public through no breach of this Agreement by the receiving party or its Authorised Representatives;
- 1.2.2. was in the possession of the receiving party prior to

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- receipt from the disclosing party;
 - 1.2.3. is independently developed by the receiving party without any use of Confidential Information;
 - 1.2.4. is approved for release by the written agreement of the disclosing party; or
 - 1.2.5. is required to be disclosed by law or the rules of any governmental or regulatory organisation;
- 1.3 "Group" means the group of companies comprising the company in question together with its holding companies, subsidiaries and affiliates.
2. For a period of five years following the date of this Agreement the receiving party shall and shall procure that the members of its Group and its Authorised Representatives shall;-
- 2.1. keep the Confidential Information confidential and shall not disclose it to anyone other than to its Authorised Representatives who need to know such information for the purposes of considering or advising in relation to the Purpose; and
 - 2.2. use the Confidential Information exclusively for the Purpose and shall not permit the Confidential Information to go out of its possession or control; and
 - 2.3. not make any announcement concerning, or otherwise publicise, the Purpose or any other arrangement with the receiving party in any way relating to the Purpose; and
 - 2.4. procure that each Authorised Representative to whom disclosure of Confidential information is made, is made aware in advance of disclosure of the provisions of this Agreement and shall procure that each Authorised Representative adheres to these provisions as if such person were a party to this Agreement; and
 - 2.5. immediately upon request by the disclosing party deliver to the disclosing party all Confidential Information (including all copies, analyses, memoranda or other notes made by the receiving party or its Authorised Representatives) and delete all electronically held Confidential Information or, with the consent of the disclosing party, destroy the same and provide the disclosing party with a certificate confirming that the provisions of this clause 2.5 have been complied with.
3. The obligations of confidentiality contained in this Agreement shall apply mutatis mutandis to any sample, prototype or other such article received from or on behalf of the Disclosing Party ("Sample"). The Receiving Party shall not dismantle, decompile, analyse or reverse engineer any Sample without the prior written consent of the Disclosing Party and any information derived therefrom shall be

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deemed to be Confidential Information. Any Sample shall be returned to the Disclosing Party immediately on request.

4. No right or licence is granted to the receiving party in relation to the Confidential Information otherwise than as set out in this Agreement.
5. The receiving party acknowledges that damages would not be a sufficient remedy for any threatened or actual breach of this Agreement and that the disclosing party will be entitled to other remedies, including but not limited to, injunctive relief and specific performance.
6. In respect of Confidential Information which passes between **FNLN** on the one hand and **ACL** as the other, the receiving party, shall not either directly or indirectly, for a period of 5 years from the date of this Agreement, use the Confidential Information so acquired in order to identify any client or customer of the disclosing party for the purposes of soliciting such party's custom or business irrespective of whether the Confidential Information disclosed pertains directly to that client or customer.
7. No person who is not a party to this agreement will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
8. All Confidential Information disclosed or acquired hereunder shall remain the property of the disclosing party. No licence under any intellectual property right, is granted, whether expressly or by implication to the receiving party by the disclosure or acquisition of such Confidential Information. The disclosure of such Confidential Information shall not constitute a representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information or the non-infringement of any intellectual property rights owned by third parties. In particular, but without prejudice to the generality of the foregoing, no responsibility or liability is or will be accepted by the disclosing party, its directors, officers, employees, agents or advisors regarding the accuracy and completeness (or otherwise) of the Confidential Information. These provisions shall not exclude liability for fraudulent misrepresentation
9. None of the parties shall assign this Agreement without the prior written consent of the other party.
10. Notices under this Agreement shall be in writing and shall be deemed validly given if delivered by hand, fax (supported by positive transmission report) or post (recorded delivery, with proof of posting) and shall be deemed served on the date of dispatch.
11. This Agreement shall be governed by and construed in accordance

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with the laws of England.

SIGNED by

SIGNED by Paul Wilkinson
for and on behalf of **Audit Compliance Ltd**

A handwritten signature in black ink, appearing to read 'P. Wilkinson', written in a cursive style.

Managing Director
Audit Compliance Ltd