

**THIS CONFIDENTIALITY AGREEMENT** is made on the date of the last signature below.

## **BETWEEN**

1. **[Company]:** a company incorporated in [Place] with Company Number [number] whose place of business is {address} (“**Acronym**”)
2. **CAMCON AUTO LTD:** a company incorporated in England and Wales (company number 04109119) whose registered office is at St John’s Innovation Centre, Cowley Road, Cambridge, CB4 0WS (the “**Camcon**”)

(each a “**party**” and together referred to as the “**parties**”).

## **BACKGROUND**

- (A) [ACRONYM] is the owner of certain Confidential Information (as defined in this Agreement) and proprietary know-how, trade secrets, data, designs, formulae, materials, technical, financial, business and other commercial information (whether written, oral or on electronic, magnetic or other media) relating to [Area of discussion]
- (B) Camcon is the owner of certain Confidential Information and proprietary know-how, trade secrets, data, designs, formulae, materials, technical, financial, business and other commercial information (whether written, oral or on electronic, magnetic or other media) relating to electro-mechanical inlet and exhaust valve actuation and control for internal combustion engines and the application of Binary Actuation Technology to general automotive applications
- (C) All such Confidential Information is considered by each party respectively to be secret and confidential and to constitute its valuable assets.
- (D) The parties are willing mutually to disclose and exchange certain Confidential Information only under the terms and conditions hereof and only for the Purpose (as defined in this Agreement) and for no other purpose.

The parties agree as follows:

### **1 INTERPRETATION**

1.1 In this Agreement the following definitions apply:

|                                   |  |
|-----------------------------------|--|
| <b>“Confidential Information”</b> | all information in whatever form (written, oral, visual, electronic, magnetic or other media) which is commercial, financial, marketing or technical, or know-how, trade secrets and other information including without limitation, |
|-----------------------------------|--|

information in or relating to, electro-mechanical inlet and exhaust valve actuation and control for internal combustion engines and the application of Binary Actuation Technology to general automotive applications given by one party (the **“Disclosing Party”**) to the other party (the **“Receiving Party”**) or any company within the Receiving Party’s Group or its Representatives which at the time of disclosure in the case of written information is or was clearly marked as such and in the case of oral information is or was identified by the Disclosing Party as being proprietary or confidential or is or was to be regarded as confidential or proprietary having regard to the nature of the information and the circumstances of the disclosure;

**“Group”** for [ACRONYM] the group comprises [details of any subsidiaries]

for Camcon, the group comprises Camcon Auto Ltd and its Subsidiary Companies;

**“Holding Company” and “Subsidiary Company”** shall have the meanings given to them in section 1159 of the Companies Act 2006 and shall include parent and subsidiary undertakings as defined in section 1162 of the Companies Act 2006;

**“Purpose”** Discussing and evaluating possible business relations between the parties involving further development and commercialization of Camcon’s IVA technology

**“Representative”** any director, officer, employee, agent or contractor, or any professional adviser or consultant, of either party or either party’s Group;

**“Third Party”** any person other than a Representative of either party or either party’s Group.

1.2 The Background forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Background.

## **2 RECEIVING PARTY'S RIGHTS**

- 2.1 Sub[Acronym]ct to the terms of this Agreement, the Disclosing Party hereby grants the Receiving Party the right to disclose, divulge, reveal or disseminate the Confidential Information to any Representative to whom disclosure is strictly necessary for the Purpose and then only if each person is bound by conditions of secrecy no less strict than those set out in this Agreement, which conditions the Receiving Party will enforce at the Disclosing Party's request.
- 2.2 Sub[Acronym]ct to the terms of this Agreement, the Disclosing Party hereby grants the Receiving Party the right to disclose, divulge, reveal or disseminate the Confidential Information to any Third Party to whom disclosure is strictly necessary for the Purpose provided that:
  - 2.2.1 the Disclosing Party has confirmed in writing that each disclosure of any part of the Confidential Information to be disclosed by the Receiving Party to the Third Party is authorised; and
  - 2.2.2 each Third Party to whom disclosure is permitted under Clause 2.2.1 above, is bound by conditions of secrecy no less strict than those set out in this Agreement, which conditions the Receiving Party will enforce at the Disclosing Party's request.

## **3 RECEIVING PARTY'S COVENANTS**

- 3.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party covenants:
  - 3.1.1 to keep the Confidential Information secret at all times and to treat the Confidential Information with at least the same degree of care and sensitivity as it would treat its own confidential information, being no less than a reasonable standard of care;
  - 3.1.2 to make only such copies of the Confidential Information as are strictly necessary for the Purpose;
  - 3.1.3 to keep the Confidential Information confidential sub[Acronym]ct to the terms and conditions of this Agreement;
  - 3.1.4 not to use the Confidential Information for any purpose other than the Purpose without the prior written consent of the Disclosing Party;
  - 3.1.5 not to disclose, divulge, reveal or disseminate the Confidential Information to anyone, other than as permitted by this Agreement; and

3.1.6 to notify the Disclosing Party immediately it becomes aware that the Confidential Information has been disclosed to or is in the possession of a Third Party (other than one of whom disclosure has been authorised in accordance with Clause 2.2).

3.2 Any unauthorised disclosure by a Representative or Third Party (to whom disclosure has been authorised in accordance with Clause 2.1 and 2.2 respectively) shall be deemed to be an unauthorised disclosure by the Receiving Party.

#### **4 EXCEPTIONS**

4.1 Notwithstanding any other provision hereof, neither party shall be liable for release or disclosure of any Confidential Information that:

4.1.1 is (or hereinafter becomes) publicly known or available otherwise than through unauthorised disclosure by the Receiving Party; or

4.1.2 the Receiving Party can demonstrate to the Disclosing Party's reasonable satisfaction was in its possession at the time of disclosure and was not acquired, either directly or indirectly, from the Disclosing Party, unless previously disclosed on a non-confidential basis; or

4.1.3 the Receiving Party received in good faith from a Third Party who is not under a similar restriction of confidentiality and having a right to disclose the Confidential Information; or

4.1.4 is required by law or by a requirement of a regulatory body or stock exchange to be disclosed, but disclosure pursuant to this subsection shall not occur until, where reasonably practicable, the Receiving Party has notified the Disclosing Party of any possible disclosure and the Disclosing Party has been afforded the opportunity to review such disclosure and to attempt to prevent or limit any such disclosure; or

4.1.5 can be proven to the Disclosing Party's reasonable satisfaction to have been independently developed by the Receiving Party or a company within the Receiving Party's Group after the disclosure hereunder, without the aid, application or use in any way of the Confidential Information received from the Disclosing Party under this Agreement; or

4.1.6 is expressly approved for release by the Disclosing Party in writing.

#### **5 TERM AND TERMINATION**

- 5.1 This Agreement shall remain in force until terminated by either party giving to the other party one month's notice of termination or, if earlier, the date that the Purpose is fulfilled.
- 5.2 Notwithstanding the termination for whatever reason of this Agreement, the obligations of each party herein, their Representatives and Third Parties (to whom disclosure has been permitted in accordance with Clause 2.1 and 2.2 respectively), not to use and not to disclose or disseminate any of the Confidential Information will continue for a period of 5 years from the date of disclosure of that Confidential Information.
- 5.3 If the Receiving Party is in breach of this Agreement or in the event that the Receiving Party fails to observe or perform any of the covenants contained in clause 3 of this Agreement or in the event that the Confidential Information or any part of it is disclosed by any Representative of the Receiving Party to any Third Party (other than one to whom disclosure has been authorised in accordance with Clause 2.2), then without prejudice to any other rights or remedies, the Disclosing Party shall have the right to terminate this Agreement immediately.
- 5.4 Upon termination or expiry of this Agreement or at any time at the Disclosing Party's request, the Receiving Party shall return all Confidential Information provided by the Disclosing Party and any member of the Disclosing Party's Group as well as all copies, notes, abstracts and records made thereof (hereafter the "**Materials**") or at the Disclosing Party's option and request shall destroy the Materials containing the Confidential Information or any part thereof and shall give written confirmation and/or shall show to the Disclosing Party's reasonable satisfaction that it has destroyed the Materials as mentioned in this clause 5.4. The return of the Materials shall not, however, affect the Receiving Party's obligations to treat such Confidential Information in accordance with the terms and conditions of this Agreement.

## **6 NO WARRANTY**

The Disclosing Party makes no representations or warranties as to the accuracy or completeness of the Confidential Information disclosed.

## **7 CONFIDENTIALITY**

Each party agrees to keep the existence of and the contents of this Agreement (including the Purpose) confidential and shall not use this Agreement or the name of the other party in any advertisement or publicity campaign or other disclosure without the prior written consent of the other party.

## **8 NO OBLIGATION**

Nothing herein shall oblige either party to disclose any particular Confidential Information. The parties understand and agree that the disclosure of Confidential Information shall not result in any obligation on the part of either party to enter into any future agreement or business relationship.

## **9 INADEQUACY OF DAMAGES/REMEDIES**

Without prejudice to any other rights or remedies that either party to this Agreement may have, both parties acknowledge and agree that damages alone would not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement and that accordingly the Disclosing Party will be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Agreement.

## **10 COMMUNICATIONS**

10.1 All communications between the parties about this Agreement must be in writing and delivered by hand or sent by pre-paid first class post or recorded delivery or sent by airmail or sent by facsimile transmission to the addressees and addresses as detailed in clause 10.2.

10.2 All notices addressed to [ACRONYM] must be sent to:

Name  
Address  
Position

or such other address as notified by [ACRONYM] from time to time.

All notices addressed to the Company must be sent to:

Chief Operating Officer  
Camcon Automotive Ltd  
Unit 6 Burlington Park, Station Road, Foxton, Cambridge, CB22 6SA

or such other address as notified by Camcon from time to time.

10.3 Communications shall be deemed to have been received:

10.3.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (exclusive of the day of posting);

10.3.2 if sent by airmail, 5 days excluding Saturdays, Sundays and bank and public holidays within the UK) after posting (excluding the day of posting);

10.3.3 if delivered by hand, on the day of delivery;

10.3.4 if sent by facsimile transmission on a working day prior to 16:00, at the time of transmission and otherwise on the next working day.

## **11 ENTIRE AGREEMENT**

11.1 This Agreement constitutes the whole agreement and understanding between the parties and supersedes any arrangement, understanding or previous agreement between relating to the sub[Acronym]ct matter of this Agreement.

11.2 The Confidential Information may not be accurate or complete and the Disclosing Party will not be liable to the Receiving Party or to anyone to whom the Receiving Party discloses the information if it is relied upon.

11.3 Nothing in this clause operates to limit or exclude any liability for fraud.

## **12 GENERAL**

12.1 The parties hereby understand and agree that no right, licence, proprietary right or interest in any of the Confidential Information or any of the products embodying the same shall be granted or construed to be granted to the Receiving Party by the terms and conditions of this Agreement.

12.2 This Agreement shall not operate as an assignment to the Receiving Party of any patents, copyrights, registered designs, unregistered designs, trade marks, tradenames or other rights of the Disclosing Party as may subsist in or be contained in or reproduced in the Confidential Information and neither party shall, nor shall any persons on its behalf, apply for any patent in respect of, or arising out of or in connection with the use of the Confidential Information or any part thereof.

12.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12.4 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

- 12.5 Neither party shall assign its rights or obligations under this Agreement.
- 12.6 Failure or delay by a party in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement.
- 12.7 The parties to this Agreement do not intend that any term of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.8 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which the parties have signed this Agreement on the respective dates stated below.

SIGNED by [Name] )  
 duly authorised for and on behalf ) .....  
 of ) .....  
**Company.** )  
 Date )

SIGNED by Mark Gostick )  
 duly authorised for and on behalf ) .....  
 of ) .....  
**Camcon Auto Ltd** )  
 Date )