

## **Agreement for Exchange of Confidential Information**

Our mutual objective under this Agreement is to provide protection for confidential information “(the Information)” while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us “(the Discloser)” discloses Information to the other “(the Recipient)”.

### **1. Disclosure**

Information may be disclosed by one or a combination of the following methods:

- 1) In writing;
- 2) By delivery of items; ie, Digital Media
- 3) By initiation of access to Information, such as may be in a data base; or
- 4) By oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

### **2. Obligations**

The Recipient agrees to:

- 1) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) Use the Discloser’s Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) Its employees who have a need to know; and
- 2) Any other party with the Discloser’s prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

### **3. Confidentiality Period**

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

### **4. Evidence**

Should the Recipient find evidence during the course of its investigations of a serious crime having been committed, the Recipient shall inform the Discloser immediately and advise the Discloser to report the matter to the Police if they have not already done so. The Recipient reserves the right in any event to inform the Police of any such circumstances.

### **5. General**

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.



The receipt of Information under this Agreement will not in any way limit the Recipient from assigning its employees in any way it may choose.

The Recipient shall not disclose to any third party that the Recipient is undertaking work for the Discloser without the Discloser's prior consent.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of England to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosure of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

**Agreed to by:**

**Agreed to by:**

**CCL-Forensics Limited**

**Signature:**

**Signature:**

**Name:**

**Name:**

**Date:**

**Date:**

**Title:**

**Title:**

**Address:**

**Address:**

**Payton House, Packwood Court,  
Guild Street, Stratford-upon-Avon,  
Warwickshire, CV37 6RP**