

CMR SURGICAL LIMITED
Confidentiality Agreement
One-way

Definitions

“Effective Date”	
	COMPANY OR INDIVIDUAL LEGAL NAME [Company]
	ADDRESS
“Receiving Party”	COMPANY REGISTERED NUMBER IF APPLICABLE
“CMR”, also the “Disclosing Party”	CMR Surgical Limited 1 Evolution Business Park Milton Road Cambridge CB24 9NG UK Company number 08863657
“Purpose”	TO DISCUSS, EVALUATE AND/OR ENTER INTO A COMMERCIAL RELATIONSHIP RELATING TO: [Comments]
CMR reference	DOCUMENT NUMBER AND REVISION [Title]

THIS AGREEMENT is effective from the **Effective Date**, between the **Receiving Party** and **CMR** (or the **“Disclosing Party”**), as defined above, together the “Parties”.

WHEREAS

- A the Parties wish to discuss, evaluate and/or enter into a commercial relationship relating to the **Purpose** as defined above, and
- B during discussions CMR may disclose either oral or written proprietary and Confidential Information (as defined below) to the Receiving Party, and
- C CMR wishes to protect its Confidential Information

NOW IT IS HEREBY AGREED

- 1 In this Agreement “Confidential Information” means all commercial, technical, financial and other information disclosed by the Disclosing Party to the Receiving Party, including but not limited to any systems, ideas, concepts, know-how, techniques, designs, processes, data or software, whether such information is supplied orally, in documentary form, in machine readable form or otherwise, or is embodied in equipment (such as prototypes and models), but excluding any information which the Receiving Party can show:
 - a. was in the public domain at the time of disclosure or was subsequently published or made available to the public generally otherwise than through a breach of confidentiality owed to the Disclosing Party;
 - b. was at the time of disclosure already known to or in the possession of the Receiving Party free from any obligation of confidence;
 - c. is subsequently received by the Receiving Party from a third party who does not owe any duty of confidence to the Disclosing Party.
- 2 The Receiving Party shall, in perpetuity, treat the Disclosing Party’s Confidential Information as confidential and, in particular, shall not, without the specific prior written consent of the Disclosing Party:
 - a. use any of the Disclosing Party’s Confidential Information for any purpose other than the Purpose;
 - b. disclose or, through any failure to exercise reasonable care, cause any unauthorised disclosure of any of the Disclosing Party’s Confidential Information except to those of its employees, officers, consultants, agents, sub-contractors or advisors, or those of its Group, (“Representatives”) who may need to have such Confidential Information in connection with the Purpose and who are bound by obligations of confidentiality equivalent to the terms of this Agreement;
 - c. copy any of the Disclosing Party’s Confidential Information except as required for the Purpose, for disclosures permitted under this Agreement, or as part of its electronic archiving procedures; or
 - d. commercially exploit the Disclosing Party’s Confidential Information in any way.
- 3 Nothing in this Agreement shall restrict the Receiving Party from disclosing any of the Disclosing Party’s Confidential Information to the extent required by any applicable law, regulation or court order or the rules of any relevant listing authority provided that, to the extent it is legally permitted to do so, the Receiving Party gives the Disclosing Party as much notice of such disclosure as possible.
- 4 The Receiving Party shall ensure that its Representatives comply with this Agreement as if they were parties to it. The Receiving Party shall be liable for the acts and omissions of its Representatives as if it was that Party’s own under this Agreement.
- 5 Save as expressly agreed in advance by the Disclosing Party, the Receiving Party shall not dismantle, disassemble, reverse engineer or decompile any prototype, model, equipment, software or system, nor analyse any material or substance, supplied to it under this Agreement.

- 6 Immediately on receipt of a written request from the Disclosing Party at any time, the Receiving Party shall cease to use the Disclosing Party's Confidential Information. The Receiving Party shall, at the request and option of the Disclosing Party, return or destroy any of the Disclosing Party's Confidential Information in tangible form and any material derived from or based on the Disclosing Party's Confidential Information, and shall delete any of the Disclosing Party's Confidential Information in electronic form, in each case which is in the Receiving Party's possession or control, except that the Receiving Party shall not be required to destroy or return any Confidential Information that is stored in its archived electronic files, provided that such files are accessible only to those persons engaged by the Receiving Party to be responsible for the safe and secure storage of such files. The Receiving Party shall continue to remain liable for any Confidential Information it retains.
- 7 The disclosure of Confidential Information pursuant to this Agreement shall not be construed as the grant of any licence, rights of ownership or other rights in respect of the Confidential Information or any tangible property comprising or containing Confidential Information.
- 8 The Confidential Information is supplied on an "as is" basis and the Disclosing Party gives no assurance as to its accuracy, completeness or adequacy for any purpose. All warranties in respect of the Confidential Information, express and implied, are excluded by the Disclosing Party to the fullest extent permitted by law.
- 9 The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including but not limited to injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
- 10 Entry into this Agreement and the disclosure of Confidential Information pursuant to it shall not place any obligation on either Party to enter into any further agreement.
- 11 This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, negotiations and discussions relating to it. No third party shall have any right to enforce any term of this Agreement. No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each Party.
- 12 This Agreement shall be governed by and construed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the English Courts.

Signed on behalf of the Receiving Party,

Signed on behalf of CMR Surgical Limited

.....
Full Name:

.....
Full Name:

Title:

Title:

Date:

Date: