

## CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into as of ..... between South Coast Productions Ltd and ..... and shall become effective when executed by authorised representatives of both parties.

The parties intend to enter discussions. In order to protect each party's reasonable need for confidentiality and protection of information to be exchanged the parties agree as follows:

### Obligations of Receiving Party

Each party agrees that all confidential information of a technical and non-technical nature received from the other party will be protected and held in confidence and that all reasonable action will be taken to prevent its disclosure to third parties and to restrict its use to those purposes consented to in writing by the other party.

The receiving party will maintain the confidential information with at least the same degree of care that the receiving party uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

The receiving party will neither disclose nor copy confidential information except as necessary for its employees and professional associates with a need to know.

Notwithstanding the foregoing, neither party shall be required to hold in confidence any information or data which:

- a) was already in possession of the recipient without an obligation to hold it in confidence;
- b) is or becomes available to the public or to industry without the fault of the recipient;
- c) was lawfully received from a third party or other source without obligation to hold in confidence;
- d) is proven to be independently developed by the recipient;
- e) was provided to a third party without obligation to hold it in confidence by the owner of the information or data;
- f) is explicitly in writing released for publication by the owner of the information or data.

### Loss or Unauthorised Disclosure

Each party will immediately notify the other upon discovery of any loss or unauthorised disclosure of the confidential information of the other party.

No Grant of Rights

The parties recognise and agree that nothing contained in this Agreement shall be construed as granting any property rights, by licence or otherwise, to any confidential information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark or other intellectual property right based on such confidential information.

Duration, Notices, Provisions and Termination

This Agreement shall come into force on the day of execution and shall continue in force until it is terminated by either party in writing.

Any notice required to be given by either party to the other will be in writing and will be served by sending the same by pre-paid first class mail, electronic mail or by facsimile transmission to the registered office or principal place of business of the other party. Any notice sent by post will be deemed to have been served two (2) working days after despatch. Any notice sent by electronic mail or by facsimile transmission will be deemed to have been served at the time of despatch.

The provisions of this Agreement shall continue after its termination in perpetuity.

Upon termination, if the disclosing party so requests in writing, the receiving party will promptly return or destroy (and certify destruction of) all confidential information it received from the disclosing party along with all copies it made.

Assignment

Neither party will assign or transfer any rights or obligations under the Agreement without the prior written consent of the other party.

Governing Law

This Agreement shall be deemed to be an agreement made in England, is subject to English law and all disputes arising in connection with it shall be submitted to the non-exclusive jurisdiction of the English courts.

For and on behalf of  
South Coast Productions Ltd

For and on behalf of

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signed

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signed

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position

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position

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date

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date