## AME-3D - CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is made between:

AME Group Ltd [AME-3D],

Company number: 03961272

Registered address: Studio 21 Sum Studios, 1 Hartley Street, Sheffield, England, S2 3AQ (“AME”).

and

Company name: Company name

Company number: Company number

Registered address: Registered address

 (“the Company").

**WHEREAS**

(1) AME and the Company intend to exchange certain information for the purpose specified in paragraph 1 of the Schedule ("the Specified Purpose").

(2) Such exchange of information may include the disclosure by one party (“the Disclosing Party”) to the other party (“the Receiving Party”) of certain confidential information.

**NOW IT IS HEREBY AGREED THAT:-**

1. For the purposes of this Agreement "Confidential Information" shall mean all information concerning the trade secrets, business dealings, transactions, products or affairs of the Disclosing Party or its customers (including any data belonging to its customers) or relating to the methods or techniques used by the Disclosing Party in developing and/or providing services and/or receiving services which may come to the notice of the Receiving Party in any format or media.

2. In consideration of the Disclosing Party agreeing to disclose information to the Receiving Party as contemplated by this Agreement, the Receiving Party shall (and shall procure that the officers, servants and agents referred to in Clause 2(b) below shall) ensure that all Confidential Information of the Disclosing Party is:-

(a) kept in strictest confidence and is neither reproduced nor copied (other than to the extent reasonably necessary for the Specified Purpose);

(b) neither communicated, disclosed nor otherwise made available to any third party (other than to the officers, servants and agents of the Receiving Party who need to know and use the Confidential Information for the Specified Purpose);

(c) not used for any purpose other than the Specified Purpose; and

(d) kept secure on its premises (as shall be notified to the Disclosing Party as request).

3. The provisions of this Agreement shall not apply to information which:-

(a) is in or becomes part of the public domain otherwise than by the default of the Receiving Party;

(b) is approved for release in writing by the Disclosing Party;

(c) is required to be disclosed by law or by any governmental or regulatory authority; or

(d) is independently obtained by, or is previously known to, the Receiving Party without breach by the Receiving Party of any obligation of confidentiality. The Receiving Party uses all reasonable endeavors to notify the Disclosing Party as soon as is practicable.

4. Both parties acknowledge that any Confidential Information disclosed to it by the other is the property of the Disclosing Party and that neither party shall acquire by implication or otherwise any right in or title to or license in respect of any Confidential Information of the other party.

5. If the Receiving Party becomes aware of any unauthorised copying, disclosure or use of any Confidential Information of the Disclosing Party, the Receiving Party shall notify the Disclosing Party forthwith and if requested by the Disclosing Party shall take such steps as shall be necessary to prevent further unauthorised copying, disclosure, or use.

6. The Receiving Party shall at the request of the Disclosing Party return to the Disclosing Party any and all Confidential Information of the Disclosing Party (including all copies of the same) and/or delete electronic copies of data held to a level that is reasonably practicable.

7. The obligations of the Receiving Party under this Agreement shall continue for the duration of 5 years from the date of completion of this document.

8. This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of English courts.

**IN WITNESS** whereof each of the parties hereto has caused this Agreement to be executed the day and year written below

#  SCHEDULE

**1. Specified Purpose**

The Confidential Information shall be used for the purpose only of Outline purpose

Understanding the scope of work and capability, no information shall be declared to a third party.

Signed: AME signatory Signed: Type name to sign

Name: AME name Name: Name

Date Date Date Date

For and on behalf of For and on behalf of

AME Group Ltd [AME-3D] Company Name

###