

Re:Broadsword (“the Project”)

We refer to the above project (“Broadsword”) which we are in the process of discussing with you. As part of the Project we will provide you with access to certain confidential technical and commercial information concerning our business, systems, software and services (“the Confidential Information”) and in consideration of us providing to you such Confidential Information you hereby undertake to us to accept and comply with the following terms and conditions:

- 1.1. You will maintain the Confidential Information in the strictest confidence and will not divulge any of the Confidential Information to any third party without our prior written permission.
 - 1.2. You will not make use of the Confidential Information other than for the purpose of evaluating and facilitating the proposed Project (“the Purpose”).
 - 1.3. You will not make use of any of the Confidential Information in connection with any other project or other purpose undertaken by you or on your behalf (whether in collaboration with others or not).
 - 1.4. You will restrict access to the Confidential Information only to such of your employees or associates as need to have access to the same for the Purpose and will procure that any employees or associates to whom the Confidential Information is disclosed will keep the same confidential and use it solely for the Purpose.
 - 1.5. You acknowledge our proprietary rights in the Confidential Information and that the disclosure of the Confidential Information shall not be deemed to confer upon you any rights whatsoever in respect of any part thereof.
 - 1.6. You will take only such copies of any document or other material (in whatsoever medium) embodying any of the Confidential Information as are reasonably necessary for the Purpose and shall forthwith on request at any time return (and procure the return by any third party to whom disclosure of any of the Confidential Information has been made as permitted by this Agreement) to us or as we may direct all or any of the documents or other material containing or embodying the Confidential Information together with all copies thereof and extracts therefrom taken by you.
 - 1.7. You will confirm to us in writing at any time on request that you have complied with the provisions hereof and if so requested shall provide a statutory declaration to the effect that no Confidential Information (in whatever medium) has been used or disclosed to any third party by you in breach of the terms of this letter.
2. You further acknowledge and confirm as follows:
- 2.1. Neither we, nor our employees, nor any of our advisers nor any of our agents, officers or employees, nor our associates accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith unless and save to the extent that

such representation, statement or expression of opinion or warranty is expressly incorporated into any written agreement subsequently entered into between us in connection with the Project.

2.2. The provisions of this letter shall continue in effect notwithstanding any decision by either of us not to proceed with the Project but shall cease only in accordance with the terms of this letter.

2.3. You acknowledge that:

2.3.1. the Confidential Information is highly confidential and commercially sensitive;

2.3.2. disclosure may cause irreparable damage to us and our business;

2.3.3. any use or outside knowledge of the Confidential Information may be highly damaging to our business and interests; and

2.3.4. damages alone would not be an adequate remedy for any breach by you of the provisions of this letter and, accordingly, without prejudice to any and all other rights or remedies that we may have, we shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this letter.

3. We both agree that the obligations of confidentiality and non-use imposed pursuant to this agreement shall apply for a period of 5 years from the date hereof. Nothing in this clause shall serve to provide you with any licence for or grant of rights to any of the intellectual property comprised of or contained in the Confidential Information at any time (including any time after the expiry of the 5 year period referred to herein).

4. Nothing in this letter shall be construed to grant to you any licence or rights in respect of the Confidential Information or in connection with the Project.

5. You accept full liability for and will indemnify and keep us fully indemnified against all and any loss whatsoever and howsoever arising from any disclosure or unauthorised use of the Confidential Information by you or your employees, associates advisers, agents or representatives or any associated company.

6. The restrictions on use or disclosure of the Confidential Information will not apply to:

6.1 any information which is generally available to the public (provided this has not happened because of a breach of this Agreement or any other duty of confidentiality);

6.2 any information received by you from third parties who are not subject to any confidentiality obligations in respect thereof;

6.3 any information which is required by law to be disclosed pursuant to an Order of a Court or equivalent authority.

7. The foregoing constitutes the entire Agreement between us with respect to the Confidential Information and supersedes and cancels any prior representation, understanding and commitment (whether oral or written) between us with respect to our Confidential Information. The terms of this letter Agreement can only be changed by a written document, agreed upon by both of us and signed by duly authorised persons.
8. If at any time any provision of this agreement is found to be illegal, unenforceable or invalid in whole or in part then the remaining portions of such provisions and other provisions of this Agreement continues to be binding and in full force and effect.
9. The provisions hereof shall be governed and construed by English law, and by your acceptance hereof you agree to submit to the exclusive jurisdiction of the English Courts.