

Confidentiality Deed

THIS DEED is made the Xth day of MONTH 200X.

BETWEEN CUSTOMER, having its registered office at XXXXXXXXXXXXXXXXXXXXXXXX
AND **Critical Data Services** (hereinafter "the Recipient") having its registered office at Unit 719, Northwest Business Park, Ballycoolin, Dublin 15.

WHEREAS:

- A. The Recipient is an expert in the recovery of data from computer equipment and has been engaged to provide such service to CUSTOMER for the purpose of data recovery from computer hard drives. ('The Project')
- B. During the course of the Project, the Recipient may obtain access to certain confidential and proprietary information of and relating to CUSTOMER.
- C. The parties have accordingly agreed to enter this Deed in order to protect the confidentiality and proprietary nature of such information.

NOW IT IS HEREBY AGREED as follows:

- 1) In this Deed: "**Confidential Information**" means: all information in whatever form (including but without limitation, written, oral, visual and electronic forms) relating to CUSTOMER, its business and affairs (including but not limited to CUSTOMER's ideas, discoveries, inventions, specifications, formulae, computer programmes and systems, drawings, patents, designs, configurations, models, requirements, standards, processes, operations, agent and CUSTOMER information, products, services, sales, marketing and business plans, forecasts, analysis, studies, memoranda, reports, financial/commercial/marketing/technical/organisational or trading information, trade or manufacturing secrets, and all intellectual and industrial property rights and know-how belonging to CUSTOMER).
- 2) The Recipient recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result if such information is disclosed to any third party or used otherwise than in accordance with this Deed.
- 3) The Recipient undertakes and shall procure that its employees, servants, agents, officers, partners or advisers shall each undertake:
 - a) to treat Confidential Information as secret and strictly confidential;
 - b) to use Confidential Information exclusively for the purposes of the Project or for which it is generated or disclosed,
 - c) not to disclose or discuss Confidential Information to or with any third party other than with the prior written consent of CUSTOMER or as permitted by Clauses 4 and 5 below;
 - d) to use best endeavours to ensure that Confidential Information is protected against theft, loss or unauthorised access by third parties;
 - e) not to use Confidential Information to assist any third party to gain any commercial advantage over or knowledge in relation to CUSTOMER;
 - f) not at any time make or allow any other person to make any announcement or disclosure relating to the Project without the prior written consent of CUSTOMER.
 - g) to return to CUSTOMER or destroy all or such part of the Confidential Information and copies thereof as may be specified by CUSTOMER.
- 4) The above obligation not to disclose Confidential Information does not extend to Confidential Information which:-
 - a) The Recipient may be compelled to disclose by law or by authorised governmental regulatory or judicial authority provided that CUSTOMER is immediately notified of such a requirement and afforded a reasonable opportunity to seek relief therefrom; or
 - b) The Recipient may prove to the reasonable satisfaction of CUSTOMER has been made public other than by the acts of the Recipient in violation of this Deed.
 - c) If only a portion of the Confidential Information falls to be disclosed under this Clause 4, the remainder shall continue to be subject to the prohibitions and obligations set out in this Deed.
- 5) Confidential Information may only be legitimately disclosed by the Recipient to its employees, servants, officers, agents or advisors to the extent that such persons have a strict need to know for the purposes of the fulfilment of the Project and the Recipient will take such steps as are necessary to ensure that such persons are made aware of and comply with the terms of this Deed.
- 6) The Recipient shall inform CUSTOMER immediately upon becoming aware of or suspecting that Confidential Information has been disclosed to any unauthorised person.
- 7) Any disclosure of Confidential Information by CUSTOMER to the Recipient shall not in any way serve to create on the part of the Recipient, a licence to use or any proprietary right in the Confidential Information or any other proprietary product, trade mark, copyright or other right of CUSTOMER.
- 8) The Recipient accepts that any breach of this Deed could cause injury to CUSTOMER and that monetary damages would not be an adequate remedy. In the event of such a breach or threatened breach by the Recipient, CUSTOMER shall be entitled to injunctive relief in any court of competent jurisdiction and reimbursement for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this Deed shall be construed as prohibiting the pursuit of any other remedies available to CUSTOMER for breach or threatened breach.
- 9) The Recipient agrees to fully indemnify and keep indemnified CUSTOMER against any losses, damages, costs, liabilities, expenses, claims and proceedings of any nature whatsoever as a result of or the arising out of any failure by the Recipient or its employees, servants, agents, officers or advisers to comply strictly with any term or provision of this Deed.
- 10) No failure or delay in exercising any right, power or privilege under this Deed will operate as a waiver of it; nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Deed or otherwise.
- 11) If any provision of this Deed is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the validity and enforceability of the remainder of the provision in question and of the remaining provisions of this Deed shall be separate and several and construed and enforceable accordingly and shall continue in full force and effect. In addition the parties agree to co-operate with each other to replace the invalid or unenforceable provision(s) with valid and enforceable provision(s) which will achieve the same result (to the maximum extent possible under law).
- 12) This Deed will come in to force upon execution by both parties and shall continue in force until the parties agree otherwise in writing. Notwithstanding any such termination, the obligations herein contained shall continue to apply to Confidential Information for a period of three years from the date of disclosure of same.
- 13) The Recipient shall not assign or otherwise transfer in whole or part this Deed without CUSTOMER's prior written consent.
- 14) This Deed shall be governed by and construed in accordance with Irish Law and the Irish courts shall have non-exclusive jurisdiction over all matters arising under it, this Deed may not be modified except by written instrument signed by both parties, this Deed constitutes the entire agreement between the parties and supersedes any prior, contemporaneous, oral or written representation with regard to the subject matter hereof.

In witness whereof this Deed has been entered into on the date inserted at the head of this Deed.

Present when the common seal of
Critical Data Services
was attached hereto:

Partner

Name