

Confidentiality Undertaking

We acknowledge that during the course of any consultancy on **DYNATUNE-XL** Software Modules for Microsoft EXCEL ® spreadsheets we shall have access to and be entrusted with Confidential Information. In this agreement, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, intellectual property nature or otherwise), whether oral or written, relating to your company ("the Group") and its business that is provided to ourselves pursuant to this Undertaking.

In consideration of you making Confidential Information available to us, we undertake to you in the terms set out below:

1 We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to, those required by this Undertaking) to preserve such confidentiality.

2 We shall use the Confidential Information solely for the preparation of our consultancy and security solutions provided on **DYNATUNE-XL** Modules for Microsoft EXCEL ® spreadsheets and not for any other purpose.

3 We shall not disclose any Confidential Information to any other person or firm, other than as permitted by paragraph 5 below.

4 We shall not disclose or divulge any of the Confidential Information directly or indirectly to any other client of **DYNATUNE-XL**.

5 This Undertaking shall not prohibit disclosure of Confidential Information:

5.1 to our directors and employees who need to know such Confidential Information to assist with the provision of our consultancy and security solutions;

5.2 with your prior written consent, such consent not to be unreasonably withheld;

5.3 to the extent that such disclosure is required by law;

5.4 to the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; or

5.5 on terms as to confidentiality which are to the same effect as those contained in this Undertaking, to our professional advisers for the purposes of our seeking advice.

6 Upon your request we shall procure the delivery to you of all Confidential Information and copies thereof, which is in documentary or other tangible form, except:

6.1 for the purpose of a disclosure permitted by paragraphs 5.3 to 5.5 above; or

6.2 to the extent that we reasonably require to retain sufficient documentation which is necessary to support any advice, reports or opinions that we may provide to the Group.

7 We shall ensure that each member or employee who receives Confidential Information in accordance with paragraph 5.1 above is made aware of this Undertaking.

8 This Undertaking shall not apply to Confidential Information which:

8.1 is in the public domain at the time it is acquired by us;

8.2 enters the public domain after that otherwise than as a result of unauthorized disclosure by us;

8.3 is already in our possession prior to its disclosure to us; or

8.4 is independently developed by us.

9 This Undertaking shall continue for two years from the date of this Undertaking unless and to the extent that it may be released by you in writing.

10 We acknowledge that the Confidential Information will not form the basis of any contract between us and you.

11 We warrant that we are acting as principal in this matter, and not as agent or broker for any person, company or firm.

12 We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Undertaking shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege.

13 This Undertaking shall be governed by and construed in accordance with International Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the International Courts.

Signed by:



Paul Fickers