



Use of the Graham Bell Associates Information and Data (Scotland Only)

With reference to the above Data ("the Data, the Database") which requires addition to, and updating of the Data, as part of your ("the User") role ("the task"). We ("the Graham Bell Associates") will provide you with access to certain confidential, technical and personal information concerning our business our members and our contacts ("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 accuracy of the Data or Data Store ("the Purpose").
- 1.3 You will not make use of any of the Confidential Information in connection with any similar role undertaken by you or on your behalf.
- 1.4 You will restrict access to the Confidential Information only to such of employees as need to have access to the same for the Purpose and will procure that any employees 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 agreement.

2.0 You further acknowledge and confirm as follows:

2.1 That you 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 Data.

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

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 our members our contacts and our good standing;

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 agreement 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 interdict, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement.

3.0 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.

4.0 Nothing in this agreement shall be construed to grant to you any licence or rights in respect of the Confidential Information or in connection with the Data.

5.0 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, advisers, agents or representatives or any associated company.

6.0 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.

7.0 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.

8.0 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.

9.0 The provisions hereof shall be governed and construed by Scots law, and by your acceptance hereof you agree to submit to the exclusive jurisdiction of the Scottish Courts.

You indicate your acceptance of the above Agreement by accepting any tasks and/or access to data provided to you by Graham Bell Associates.