

## Terms of Business

The following terms & conditions are those on which DPI 21 Ltd sells its services and supersede all other terms & conditions used by DPI 21 Ltd.

### 1. In these terms of business:

Acceptance Date: means the date on which the Product is accepted in accordance with clauses 6.1 to 6.5.

Conditions means these terms of business.

Contract means any contract that comes into being between DPI 21 Ltd and the Customer incorporating these Conditions.

dpi21 means DPI 21 Limited from Business Development Centre, Eanam Wharf, Blackburn, BB1 5BL and includes where appropriate dpi21's employees and agents or sub-contractors.

Customer means the person firm or company to whom a quotation is addressed or by or on behalf of whom an order is placed.

Distinctive Customer Features means any elements, which do not form part of the generic functionality of the Product and which implement visual features and text created at the specific request and instruction of the Customer or supplied by the Customer (for example marketing material and photographs) as well as the concept and "look and feel" behind the web site where this is distinctive and unique to the Customer's site (but excluding any software developed by dpi21).

Go Live Date means the date by which the Product is required to be Ready for Use as set out in the Site Specification or otherwise agreed in writing between dpi21 and the Customer (subject to extension of time to reflect where the creation of the Product is delayed by any act or omission of the Customer or a third party through no fault of dpi21).

Product means tangible products sold and any Website (including the software comprised therein) and ancillary Website services or advice supplied or other work done by dpi21 in connection with the Product.

Ready for Use means (where applicable) the Product has been developed, acceptance tested and accepted in accordance with these Conditions.

Service means the supply of the Product, or Website and services and advice ancillary thereto.

Site Specification means the agreed specification for the Website set out between the parties in writing.

Third Party Products means software and other materials used in the Website which are not owned by dpi21 and which are used under licence.

Warranty Period means the period of 2 months after the Acceptance Date.

Website means the World Wide Web site comprising all pages including graphics, audiovisual effects, software and any other material to be developed by dpi21 pursuant to the Customer's requirement.

Website Services means Website publishing, Website development and maintenance and other bespoke Website consultancy services referred to in Schedule 1.

### 2. General

2.1 Unless otherwise specifically varied in writing by a Director of dpi21 these Conditions alone shall be deemed to apply to all Services and offers by dpi21.

2.2 dpi21 reserves the right to sub-contract any of the work undertaken on behalf of the Customer.

### 3. Quotes

3.1 If dpi21 provides the Customer with a quotation such a quotation shall constitute an offer on the part of dpi21.

### 4. Orders

4.1 When an order is placed, either by telephone or in writing, we will treat it as an offer to buy. If we accept an order, we will send a customer Order Acknowledgement, at which point we make a legal contract with the customer. However, dpi21 will retain the right to refuse to accept if we feel it necessary. A non-refundable 25% deposit is required before any work can commence.

4.2 Customers have an opportunity to check the details on the Order Acknowledgement and correct any errors.

4.3 In deciding whether to accept an order we may use the information you have given to us, or we already hold about you, or which we receive from any enquiry we may make with various agencies, to confirm your identity. This assists us to protect you and us from fraudulent transactions. If we decline your offer on security grounds we may contact you to seek an alternative payment method or to advise you to visit our studio.

### 5. Specifications

5.1 All specifications drawings and illustrations accompanying a quotation or offer or contained in the catalogue price lists or advertisements of the Customer are approximate only and shall not form part of the Contract unless expressly so stated in an estimate offer or agreed in writing by the parties. For the avoidance of doubt, the Site Specification (once agreed by the Customer and dpi21) will not be subject to the foregoing provisions of this clause 5.1 but shall form part of the Contract.

5.2 Without prejudice to the generality of the foregoing, any such specifications drawings and illustrations are subject to such variations as may from time to time be made by the manufacturers, sub-contractors third party proprietary rights owners.

5.3 All dimensions, measurements and other particulars are stated in good faith as being approximately correct but immaterial deviations therefrom shall not render the Contract ineffective or form the basis of any claim against dpi21.

5.4 The Customer shall be solely responsible for the accuracy of all text specifications drawings and illustrations submitted by dpi21 to the Customer for checking and approval before the work is further progressed and the Customer accepts responsibility for final proof-reading and artwork approval, including transparencies, prints and illustrations whether or not the Customer delegates this task to any partner or employee of dpi21.

5.5 The Customer must at all times give a clear brief to dpi21 and ensure that all the facts given and the Product which is the subject of the brief are accurate and in no way misleading.

### 6. Testing, acceptance and warranty

6.1 Subject to clause 6.3, the Customer shall have a period of 30 days following (whichever applicable) delivery of the Product in accordance with clause 9 or following notification by dpi21 that the Product has been deployed on dpi21's test server and is available for access for the purpose of conducting acceptance tests ("the Test Period") to test the Product to ensure that the Website meets the Site Specification together with any changes

- agreed by the parties in writing ("the Tests"). The Customer must notify dpi21 of any alleged failure to comply with the Site Specification or requirement agreed between the parties ("Defect") during the Test Period. If no such notification of a Defect is given during the Test Period the Product shall be conclusively presumed to be in accordance with the Contract and free from Defect or damage which would be apparent from reasonable testing and the Customer shall be deemed to have accepted the Product with effect from the expiry of the Test Period.
- 6.2 If the Customer shall notify dpi21 of a Defect during the Test Period (subject to clauses 6.4 and 6.5), dpi21 will have a period not exceeding 14 days from the date of such notification ("Correction Period") within which to carry out such amendments to the Product as may be necessary in order to bring it into conformity with the Site Specification. Subject to clause 6.3, on the completion of which (and in any event before or at the latest by the expiration of the Correction Period) dpi21 will make the Product available to the Customer in order to carry out further Tests ("Re Test") the Customer shall have a further period of 30 days ("the Repeat Test Period") within which to carry out the Re Tests. If no notification of a Defect is given during the Repeat Test Period the Product shall be conclusively presumed to be in accordance with the Contract and free from Defect or damage which would be apparent from reasonable testing and the Customer shall be deemed to have accepted the Product with effect from the expiry of the Repeat Test Period.
- 6.3 If a Defect shall occur during the Re-Tests or if the Product is not Ready for Use prior to or at the latest by the end of the working day on the Go Live Date, then (subject to clauses 6.4 and 6.5) the Customer may, at its option:
- 6.3.1 return the Product to dpi21 subject to the relevant outstanding Defects being remedied within a period reasonably stipulated by the Customer (provided that any failure by dpi21 to ensure that the Product is Ready for Use by the expiration of that period so stipulated shall entitle the Customer to exercise (in its discretion) the rights set out at clauses 6.3.2 or 6.3.3);
- 6.3.2 formally accept the Product for all purposes subject to a refund or (in respect of fees unpaid but which are due) allowance (whichever applicable) of the price payable in respect of the Product and/or associated services to fairly reflect the extent to which the Product (operating as a whole) is impaired by the failure to pass the acceptance tests. Such refund or allowance shall be agreed between the parties within a period of 7 days following the date on which the relevant Defect(s) was notified to dpi21 or the Go-Live Date (whichever applicable). In default of such agreement within such period, the Customer shall be entitled to exercise the rights set out at clause 6.3.3 of these conditions;
- 6.3.3 (only in circumstances where after the Re-Tests the Product still contains a material defect which has the effect of making the Programs non-compliant with the Site Specification in a material respect which renders the Programs unusable by the Customer) by written notice to dpi21 reject the Product in its entirety and terminate the Contract without liability to dpi21 (including, without limit, any liability to pay any outstanding fees which, at the time of (and but for) such termination, remain outstanding and are due to be paid) on the basis of a total failure of consideration. In the event of such termination pursuant to this clause 6.3.3, dpi21 will repay to the Customer all fees and charges paid to dpi21 by the Customer under or in connection with this Contract. In consideration of the payment made by dpi21 in accordance with the foregoing provisions of this clause 6.3.3, the Customer will promptly return to dpi21 all equipment, documentation, software or other information belonging to dpi21 then held by it and dpi21 will return to the Customer all equipment, documentation or other information belonging to the Customer then held by it.
- 6.4 If any failure to pass the Tests in this clause results from a Defect which is caused by an act or omission of the Customer, by one of the Customer's sub-contractors or agents for which dpi21 has no responsibility or is due to Third Party Products not supplied by dpi21 ("Non-dpi21 Defects"), the Product shall be deemed to have passed the Tests notwithstanding such Non-dpi21 Defect. dpi21 shall provide assistance reasonably requested by the Customer in remedying any Non-dpi21 Defects by supplying additional services or products. If so requested, the Customer shall pay dpi21 in full for all such additional services and products at dpi21's then current fees and prices.
- 6.5 Acceptance of the Product shall be deemed to have taken place upon the happening of any of the following events:
- 6.5.1 the Customer uses any part of the Website "live" (that is, for any revenue-earning purposes or to provide any services to third parties) other than for test purposes a period of 14 days following live deployment of the Product on the Internet during which the use of the Product shall continue to form part of the acceptance tests to be carried out in accordance with this clause 6; or
- 6.5.2 the Customer unreasonably delays the start of relevant Tests or any retest for a period of 7 (seven) working days from the date when dpi21 notifies the Customer that the Product is ready to commence running the Tests or retest.
- 6.6 dpi21 warrants that it will perform the Service with reasonable skill and care and in a professional manner conforming to best industry practice. dpi21 further warrants that from the Acceptance Date for the Warranty Period the Product will perform substantially in accordance with the Site Specification (minor interruptions and errors excluded and also excluding any amendments or alterations made to the Product by any third party without dpi21's prior written consent). In the event that the Customer alleges that the Product is not in accordance with the warranties given by dpi21 in clause 6 during the Warranty Period the Customer must notify dpi21 in writing as soon as possible after becoming aware of the same.
- 6.7 On receipt of any claim by the Customer identifying a breach of the warranties set out in clause 6.6 dpi21 shall, provided it has received written notice of the Defect or error within the Warranty Period and that it is not a Non-dpi21 Defect, at its own expense, promptly remedy such failure or breach by replacement or repair or (where appropriate having used its reasonable endeavours to do so) allow the Customer a rebate (hereinafter specified) against any sum paid or payable by the Customer in respect of such defective Product or Service. The said rebate shall be:
- 6.7.1 A fair discount not exceeding the value of the defective Product as determined by the Contract ("the Contract Value") or
- 6.7.2 (If the Product or Service were supplied by a third party or agent) such maximum allowance (if lower than the Contract Value) as dpi21 shall be able to negotiate from such third party or agent.
- 7. Exclusion of conditions and representation**
- 7.1 Subject to Clause 8 below, the warranty contained in Clause 6 hereof is given in lieu of any other conditions or warranties whether statutory or otherwise express or implied and no such other conditions or warranties are given by dpi21.
- 7.2 Prospective customers should satisfy themselves that the Product and Service meet their requirements. dpi21 does not make nor is any servant or agent of dpi21 authorised to make any representation other than those contained herein.
- 8. Limitation of liability**
- 8.1 Nothing in these Conditions shall apply to exclude or restrict any liability which under sub-sections 2(1), 6(1), 6(2) or 7(2) of the Unfair Contract Terms Act 1977 cannot in the relevant circumstances be excluded or restricted.
- 8.2 Subject to 8.1 and to the other provisions of these Conditions where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise ("Event of Default") neither dpi21 nor its employees or agents (on whose behalf dpi21 contracts for the purposes of this Clause 8) shall be under any liability to the Customer or to third parties:

- 8.2.1 for any loss of profit or consequential loss or damage however arising; or
- 8.2.2 to any extent greater or other than the invoice value (exclusive of VAT) of the Product or Service at the time of the Event of Default supplied by dpi21.
- 8.3 The pricing structure of dpi21 is based upon these limitations of liabilities and indemnities and the Customer is advised to consider itself obtaining insurance cover for any claims to which dpi21 is (pursuant to this condition or otherwise) not liable and for any indemnity liability which may arise under this condition.

## 9. Delivery and risk

- 9.1 Any time or date (other than as agreed in writing between the parties or otherwise contained in the Site Specification or in these Conditions (including, but not limited to, the Go Live Date and the other timescales specified in Clause 6 of these Conditions) named by dpi21 for delivery of the Product or performance of the Service is given and intended as an estimate only and dpi21 shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
- 9.2 Where relevant, the risk in the Product shall pass to the Customer (but subject always to Clause 9.4):
- 9.2.1 (in the case of goods) at the point of physical delivery as specified in these Conditions or otherwise agreed in writing between the parties and dpi21 shall have no responsibility for the safety of the Product thereafter; or
- 9.2.2 (in the case of goods) in the event that delivery is delayed in any of the circumstances referred to in sub-Clause 9.3 or 9.4, at the commencement of such delay and dpi21 shall have no responsibility in respect of the safety of the Product thereafter.
- 9.3 Unless otherwise specified in writing agreed between the parties (in the case of goods) delivery will take place by delivery at the address specified. The Customer shall accept such delivery and if delivery does not take place the Customer shall at his own expense arrange collection within seven days after notification by dpi21 to the Customer that the Product is ready for collection. dpi21 shall not be obliged to make delivery until full payment has been made in respect of any outstanding accounts on any contracts between the parties hereto.
- 9.4 (In the case of goods) when the Product is delivered to the Customer or elsewhere at the Customer's request the Customer will:
- 9.4.1 examine or procure the examination of the Product carefully within 5 working days of taking delivery; and
- 9.4.2 notify dpi21 (and any carriers) in writing within 7 working days of taking delivery of any error in the Product revealed by such examination. Failure to make any notification in accordance with these requirements shall constitute a waiver by the Customer of all claims based on or relating to facts which such examination should have revealed.

## 10. Price

- 10.1 All prices quoted are valid for acceptance by the Customer for 30 days only after which time (except to the extent such prices form part of a Contract) they may be altered by dpi21 without giving notice to the Customer to reflect increases in costs to dpi21 (including without limitation costs of materials, labour, transport and services and any tax duty or charge imposed by any government or other authorities). Where applicable, after an order has become binding on dpi21, all prices will have VAT added at the appropriate rate. (Unless otherwise agreed in writing and save in the care of direct mail packs, packaging and delivery to the address of the Customer set out overleaf are normally included in the price). If delivery is to take place at an address other than that specified overleaf dpi21 may, at its discretion, charge the

Customer with any extra cost incurred in making such delivery. If the Customer requires delivery of the Product or performance of the Service to be expedited quicker than any agreed timescales, or notifies dpi21 of any special requirements regarding delivery of the Product or performance of the Service dpi21 may charge the Customer an additional sum to cover additional costs incurred including (without limitation) labour overtime costs travel expenses.

## 11. Payment

- 11.1 Payment by cheque shall not be deemed to constitute payment for the purposes of this Contract until the cheque is honoured.
- 11.2 Unless otherwise agreed in writing or stated on dpi21's quotation, invoices are due for payment by the Customer immediately on the date of the invoice. Time of payment shall be of the essence of the Contract. dpi21 reserves the right at any time before proceeding or proceeding further with an order to demand full or partial payment of moneys due and payable under the Contract and under any other contract between dpi21 and the Customer. If the production or delivery of the Product is suspended at the request of the Customer or delayed due to the default of the Customer, dpi21 may charge the Customer for work carried out up to that point, any materials ordered for the Customer and any other additional costs incurred, which charge will be payable immediately by the Customer.
- 11.3 In the event of payment not being made in full in accordance with Clause 11.2, such sum shall bear interest from the due date until payment is made to dpi21 (irrespective of whether the date of payment is before or after any judgement or award in respect of the same) at 4 per cent per annum over Bank Of England base rate from time to time.

## 12. Copyright, industrial property rights and related matters

- 12.1.1 Any film screen, drawing, artwork, design, photograph, software program(s) (including both object and source computer programming code) or other materials prepared by dpi21 (unless provided by the Customer or otherwise agreed by dpi21) in the production and supply and all copyright registered design and trademarks, design and moral rights, and other intellectual property rights therein, apart from the Distinctive Customer Features, are the exclusive property of dpi21 until paid for in full.
- 12.1.2 dpi21 owns all intellectual property rights in the software developed for the Product and digital artwork written or developed by dpi21 (including without limitation all file layouts and screen layouts developed by dpi21 which are part of or associated with the use of the software but excluding Third Party Products), with the exception of the Distinctive Customer Features and, subject to the Customer making full payment for the Product, dpi21 hereby grants the Customer (subject to the customer making payment in full of all sums outstanding under this Contract) a perpetual non-exclusive licence of all such intellectual property rights in the Website for the purposes of operating the Website. The licence will be non-transferrable and non-assignable by the Customer save with the prior written consent of dpi21. For the avoidance of doubt, in the event of any termination of this Contract other than by dpi21 in accordance with Clause 15.3.1, Customer is hereby granted a perpetual non exclusive licence to use, maintain, enhance, modify and/or further develop the Product (subject to any restrictions contained in Third Party Product's licence terms) and dpi21 shall (either in advance or immediately upon termination of this Contract as described) supply to the Customer or its nominated replacement service provider a copy of the source materials used in the development of the Product (including, without limit, the source code and other programming documentation, logic diagrams, flow charts, routines and sub routines) and shall provide to the Customer or its nominated replacement service provider all reasonable assistance and information to facilitate the orderly transfer of the Product and associated hosting and related Services to the Customer or to its nominated replacement service provider PROVIDED THAT the Customer and (if applicable) its nominated

replacement service provider shall only use such source materials and other materials strictly in connection with the operation of the Product as the Customers Website and such use shall be subject to the provisions of Clause 22 (which the Customer will procure its nominated replacement service provider's observance of by agreement in writing). All Third Party Products are supplied in accordance with the relevant licensor's standard terms.

- 12.1.3 The Customer owns or has a valid licence to use the copyright in the data which it supplies to dpi21 for the Product (including, for the avoidance of doubt, all Distinctive Customer Features) and dpi21 undertakes (at the cost of the Customer) to return the data at the request of the Customer. dpi21 undertakes (but not further) to keep part or all of any database information supplied to dpi21 confidential (save to the extent necessary to carry out the Service and unless part or all of that database or information becomes public knowledge other than through a breach of this undertaking) and not to use any Customer's database or information for any purpose other than that of the Contract. The parties agree that all copyrights, registered design and trademarks, design and moral rights and other intellectual property rights in the Distinctive Customer Features shall be and remain vested in the Customer.
- 12.2 dpi21 shall not be required to deal with any matter which it considers is or may be unsuitable or be of an illegal or libellous nature and the Customer shall indemnify dpi21 in respect of any claims costs and expenses arising out of any illegal or libellous matter printed displayed or created for the Customer.
- 12.3 dpi21 shall not in any circumstances be liable for any loss liability or expense suffered or incurred by the Customer by reason of any use or resale of the Product which constitutes an alleged or actual infringement of any patent design copyright know-how or other secret information or trade mark foreign or domestic vested in a third party and the Customer shall indemnify and keep indemnified dpi21 against any claims which may be made against dpi21 in respect of any such alleged or actual infringement.
- 12.4 If during the course of carrying out any order dpi21 deems any matter to be libellous or of such nature as may render dpi21 liable to legal proceedings, dpi21 shall not be bound or required to complete such order and shall not be under any liability for non-completion. The Customer shall pay for any work done or expenses incurred by dpi21.
- 12.5 If the Customer is to supply dpi21 with a database or artwork/design on disk, this shall be on computer diskette, floppy disk, hard disk, or computer tape and the Customer shall be responsible for ensuring compatibility with dpi21's equipment, format or, if agreed by dpi21 in writing, on hard copy. dpi21 may reject any materials which are not so supplied or may in its own discretion, and at the Customer's sole expense, reformat the computer diskette, floppy disk, hard disk or computer tape so that it is on compatible format.
- 12.6 dpi21 may for its own publicity purposes reproduce any design of the Customer in dpi21's own publicity material including (without limitation) its brochures, catalogues and advertising material.

#### 14. General Lien

- 41.1 dpi21 shall have a general lien upon all goods and property of the Customer in the hands of dpi21 in respect of all unpaid debts due to dpi21 from the Customer howsoever arising and in the event of any debt being unpaid within 14 days after its due date dpi21 may on giving 7 days notice to the Customer dispose of the goods or property of the Customer as dpi21 thinks fit. The proceeds of any sale shall be applied in reduction of the amount owing by the Customer to dpi21.

#### 15. Cancellation / Termination

- 15.1 (Save for termination of this Agreement under clause 15.2) The Customer may not cancel any order except with the written consent of dpi21 upon terms which will indemnify dpi21 against all loss, (but excluding consequential loss, which term shall

include loss of profit, loss of business and depletion of goodwill) on the part of dpi21 and cost of all labour and materials, expenses and charges incurred.

#### 15.2 If:

- 15.2.1 either party ("the Defaulting Party") is in breach of the Contract or any other contract with the other; or
- 15.2.2 any event conferring a right of termination under sub-clause 15.3 shall have occurred; then in any such case that other party shall be entitled (without prejudice to its other rights hereunder) to suspend further performance of the Contract for such reasonable time as it shall deem fit and (in respect of dpi21) for this purpose to stop any goods in transit to the Customer and (where the Customer is in breach) any agreed deadlines (including without limitation the Go-Live Date) shall be deemed to be extended by the period of the suspension of performance.
- 15.3 Either party may by written notice to the Defaulting Party terminate the Contract if:
- 15.3.1 the Defaulting Party is in breach of the Contract or any other contract with the other party (such breach if remediable not having been remedied within 7 days of notice in writing to the Defaulting Party specifying the breach and requiring its remedy); or
- 15.3.2 any judgement or execution or other process issued in respect of any judgement against the Defaulting Party is unsatisfied for 14 days; or
- 15.3.3 (being an individual) the Defaulting Party dies or is unable to pay its debts as and when they fall due or (being a corporation) the Defaulting Party enters into liquidation or suffers the appointment of a receiver or administrative receiver or any petition is presented or order made for the appointment of an administrative receiver or administrator, or any event analogous to any of the foregoing shall happen in any jurisdiction. Any such termination shall be without prejudice to the Customer's and dpi21's rights under the Contract save that (in respect of amounts paid by the Customer) the Customer shall be entitled to credit (subject to dpi21's right of set-off against any liabilities on any account) amounting to the lesser of the price under the Contract with the Customer and the proceeds (less costs) of dpi21's subsequent disposal of goods which it has not delivered or which it repossesses.
- 15.3.4 performance by the Defaulting Party of its obligations under this Contract shall (for a period of 30 (thirty) or more consecutive days) be hindered or prevented by industrial dispute accident breakdown of machinery, shortage of materials, export or import restrictions or any other cause whatsoever beyond the reasonable control of the Defaulting Party, in which case the other party shall be entitled by notice in writing to the Defaulting Party to terminate the Contract but without prejudice to the liabilities of either party accrued before the date of termination.

#### 16. Assignment

- 16.1 The Customer shall not without the written consent of dpi21 assign the order or any part thereof.

#### 17. Third party rights

- 17.1 An individual who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 18. Notices and service

- 18.1 Any notices given hereunder by dpi21 or the Customer may be served personally or left at the residence or place of business

of the party or be sent by first class post in which case notice shall be deemed to have been received on the second day after posting. dpi21 may serve any writ or process upon the Customer by posting it to the Customer's last known address or place of business.

#### 19. Proper law and jurisdiction

- 19.1 The terms and conditions of the Contract shall be subject to and interpreted and construed in accordance with English Law and subject to Clause 20 hereof the English Courts shall have exclusive jurisdiction in any dispute which may arise save that dpi21 may institute and maintain proceedings in respect of this Contract in any country.

#### 20. Interpretation

- 20.1 Any provision of these Conditions held by a Court of Law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these Conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these Conditions.
- 20.2 The waiver of rights arising from any breach of any of these Conditions or the non enforcement of any of these Conditions shall not prevent the subsequent enforcement of that Condition or the exercise of any right arising from that breach and shall not be deemed a waiver of rights arising from any subsequent breach.

#### 21. Specification

- 21.1 The Customer has, on or prior to placing its order for the Product and the Service, notified and discussed with dpi21 its desired specification and requirements in respect thereof. It is agreed that all such specifications and requirements as have been agreed between the parties, are incorporated into the Site Specification and that no amendments to it may be made without the written consent of both parties.

#### 22. Confidentiality

- 22.1 Each party agrees and undertakes that during the term of the Contract and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature (including trade secrets, information of commercial value, the terms of this agreement, the terms of all negotiations and discussions between the parties and any information in written or other documentary form supplied by one party to the other, or which is supplied verbally by one party or the other) which may become known to that party from the other party ("confidential information") unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Contract or subsequently comes lawfully into the possession of that party from a third party.
- 22.2 To the extent necessary to implement the provisions of this Contract each party may disclose the confidential information to those of its employees as may be necessary or desirable provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this Contract and shall at all times procure compliance by those employees with them