

NON DISCLOSURE and NON COMPETE AGREEMENT

This Non-Disclosure and Non-Compete Agreement ("Agreement") is made this
by and between

("Owner");

and

("Recipient")

1. Confidential Information.

Owner proposes to disclose certain of its confidential and proprietary information (hereinafter "Confidential Information") to Recipient exclusively for the Purpose of allowing the Recipient to understand the requirements of the Owner and to carry out any work in relation to those requirements. Confidential Information relates to:

and shall include all data, materials, products, technology, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media to Recipient by Owner. Owner may also disclose certain information owned by its clients and partners which should also be treated as confidential. Nothing herein shall require Owner to disclose any of its information.

2. Intellectual Property Rights

The property and ownership of all Intellectual Property Rights in any Confidential Information imparted to the Recipient under this Agreement shall belong exclusively to the Owner or its third party licensor(s). The Recipient shall not in any way communicate information relating to such software or documentation to any third party at any time either during or after termination of this Agreement.

3. Recipient's Obligations.

Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes set out at Clause 1 above, and shall disclose it only to its officers, directors, or employees with a specific need to know PROVIDED THAT the Recipient notifies such officers, directors and/or employees of the confidential nature of such information and that the Recipient will procure that each such person to whom disclosure is made agrees to sign this agreement and to adhere to the terms of this Agreement as if he or she were a party to it. Recipient shall be liable to Owner for any breach by such officers, directors and/or employees of any obligations set out in this Agreement. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorisation of Owner.

Confidential Information furnished in tangible form shall not be duplicated by Recipient without the prior written consent of Owner. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

The Recipient hereby agrees not to directly or indirectly compete with the business of the Owner and its successors and assigns. The term "compete" as used herein shall mean that the Recipient shall not own, manage, operate, consult or to be employee in a business substantially similar to or competitive with the present business of the Owner.

4. Exclusions.

- 4.1 The obligations in Clause 3 shall not apply where the Recipient can prove that the Confidential Information:
- (a) is in the public domain otherwise than as a result of a breach of this Agreement; or
 - (b) is obtained by the Recipient other than pursuant to this Agreement free from restriction from a source permitted to disclose the same; or
 - (c) is required be disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory body.
- 4.2 For the avoidance of doubt, Confidential Information shall not be deemed to be in the public domain merely because it is known to a limited number of third parties having experience in the relevant field. In addition, any combination of elements of the Confidential Information shall not be deemed to be within the foregoing

exceptions merely because individual elements of the Confidential Information are in the public domain but only if the combination is in the public domain.

5. **No Licence.**

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood, and agreed, that neither party solicits any change in the organisation, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts or for any other purpose. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. **No Warranty**

The Recipient acknowledges that Owner makes no representation with respect to the accuracy or completeness of the Confidential Information except to the extent agreed by Owner in writing.

7. **No Publicity.**

Recipient agrees not to disclose the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

8. **Governing Law and Equitable Relief.**

This Agreement shall be governed by and construed in accordance with the laws of England. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

9. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further written agreement that is duly executed by both parties.

10. **No Assignment.**

Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.

11. **Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. **Notices.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, or recognised overnight delivery services.

13. **No Implied Waiver.**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

14. **Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:

For and on behalf of Owner

By:

For and on behalf of Recipient