

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

COMPANY

a body corporate incorporated under the laws of England and Wales (the
"Company")

- and -

RECIPIENT

a body corporate incorporated under the laws of England and Wales (the
"Recipient")

WHEREAS:

(set out the relationship between the parties)

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agree as follows:

1. In furtherance of the relationship between the Company and the Recipient, it is necessary and desirable that the Company disclose to the Recipient certain confidential information (the "Confidential Information") with respect to the Company's business, including but not limited to _____.

2. The Recipient shall not disclose the Confidential Information or any portion thereof to any third party and shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to any third party by any employee, director, officer or agent of the Recipient or any other person having access to the Confidential Information through the Recipient.

3. The Recipient shall neither use the Confidential Information nor circulate it within its own organisation except to the extent necessary to:

- (a) conduct negotiations, discussions and consultations with personnel or authorised representatives of the Company;
- (b) (set out any other reasons)
- (c) any other purpose the Company may authorise in writing.

4. The obligations set out in paragraphs 2 and 3 of this agreement shall terminate with respect to any particular portion of the Confidential Information if the Recipient can provide evidence that:

- (a) it was in the public domain at the time of the Company's communication of the same to the Recipient;
- (b) it entered the public domain through no fault of the Recipient subsequent to the time of the Company's communication of the same to the Recipient;
- (c) it was in the Recipient's possession free of any obligation of confidence at the time of the Company's communication of the same to the Recipient;
- (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time of the Company's communication of the same to the Recipient;
- (e) it was developed by employees or agents of the Recipient independently of and without reference to any of the Confidential Information or other information that the Company has disclosed to the Recipient; or

THIS IS A 2-PAGE FORM.