

Between

Iniveo Ltd
Registered at - Ford House, Market Street, Leek,
Staffordshire, ST13 6JA

and

All shall be jointly or individually referred to as the Party or Parties.

Whereas:

A. It is contemplated that during the course of business meetings between the parties certain confidential, technical or commercial information relating to the parties business plans, business activities, technology, financial details and customers, may be disclosed by one Party ("the Disclosing Party") to the other Parties ("the Receiving Party").

B. Such disclosure may be made orally or electronically or in the form of drawings, written material or other recorded material but all such information ("Information") is, and will be regarded and treated by the parties as confidential and proprietary in nature to and remain the exclusive property of the respective party disclosing such Information.

C. By way of assurance in this respect, both parties now give to the other the undertaking set out below.

And Whereby it is Agreed:

In consideration of disclosing the information to each other as described above:

- i) The parties each undertake that all Information concerning each other's property, affairs, or activities, in whatsoever form it is disclosed and whether technical or commercial, is and always will be treated by the party as confidential and proprietary in nature.
- ii) The Receiving Party shall not without the Disclosing Party's prior written consent, disclose any of the Information to third parties except to their employees, consultants, agents or sub-contractors to the extent necessary for the business arrangements being discussed PROVIDED THAT any such third party to whom disclosure of Information is permitted is also bound by this or enters into a similar written undertaking of confidentiality and non use on the same terms herein.
- iii) Each party will not copy or reduce to writing or any form of pre-recorded media, any of the Information except to the extent necessary to give effect to the business arrangements being discussed and for the maintenance of proper professional records. Each party will destroy or return on demand to the disclosing party, all or any copies of the Information in the other's possession or control no matter how recorded save only for sufficient copies of any of the Information necessary to allow the party to complete any business arrangements for contracts then outstanding with the party but returning such copies upon completion.
- iv) Each Party will not use any of the Information for any purposes save as mentioned in this undertaking or at meetings between ourselves.

PROVIDED ALWAYS THAT the obligations described above shall not apply to any of the Information which:

- i) is in, or comes into the public domain otherwise than by a breach of these conditions; or
- ii) the receiving party can show was not proprietary to the disclosing party and was in the other party's possession by virtue of being recorded in their files or by being in their use prior to its receipt from the disclosing party; or
- iii) either party receives from a bona fide third party who has not received such Information directly or indirectly from either party and who has the full rights to disclose the same to either party; or
- iv) either Party is required to disclose by any legal obligation or by order of a court or any regulatory body; or
- v) was independently developed by any servant agent or employee of the Receiving Party without access to or use or knowledge of the Information and to whom no disclosure of the Information has been made

2. This Agreement shall remain in force for a period of five years from the date of signature or until such time as both parties agree to release each other from the Agreement.

For and on behalf of

Iniveo Ltd

Title: _____

Signed: _____

Print Name: _____

Date: _____

For and on behalf of

Title: _____

Print Name: _____

Date: _____

Signed: _____