

**NON DISCLOSURE AGREEMENT**

This Agreement is made on 11 February 2013 between (1) **Morgan Innovation & Technology Ltd**, a company incorporated in England and Wales with company number 02174066 and whose registered address is Unit 17, Petersfield Business Park, Bedford Road, Petersfield, Hampshire GU32 3QA and (2) { } a company incorporated in England and Wales with company number { } and whose registered office is { }, each referred to as a "Party" or collectively as "Parties".

**Background**

The purpose of this Agreement is to enable the Parties to exchange confidential information regarding the possibility of working together on a project known as { }

It is agreed as follows:

**1. Definition**

**"Confidential Information"** means all information whatsoever disclosed or communicated (whether directly or indirectly) by one Party (**"Disclosing Party"**) to the other (**"Receiving Party"**) (whether before or after the date of this Agreement) which is identified as being Confidential or Commercial in Confidence at the time of the disclosure or of a confidential nature and, in the case of information disclosed orally or by demonstration, subsequently confirmed as such in writing, within fourteen days. Without limitation to the generality of the foregoing, Confidential Information includes all information, know-how and knowledge, whether existing in written, electronic, machine readable, visual, audio visual or any other tangible or intangible form and all copies and reproductions thereof and whether disclosed in writing, orally, by demonstration or otherwise.

**2. Non Disclosure Obligations**

- 2.1 The Receiving Party undertakes to the Disclosing Party:
  - 2.1.1 to protect the confidentiality of all Confidential Information;
  - 2.1.2 to ensure that its agents and employees protect the confidentiality of all Confidential Information;
  - 2.1.3 to afford all Confidential Information at least the same degree of care and protection that it uses for its own confidential information and which it warrants as providing adequate protection against any unauthorised disclosure, copying or use;
  - 2.1.4 to use all Confidential Information only for the limited purposes of this Agreement,
  - 2.1.5 to disclose, divulge or communicate Confidential Information only to those parties (including without limitation, its employees) who have a need to know for the purpose of this Agreement;
  - 2.1.6 to disclose, divulge or communicate Confidential Information to any third party (including, without limitation, future partners where the Receiving Party is a partnership) only with the prior written consent of the Disclosing Party and subject to the third party agreeing to be bound by the terms of this Agreement;
  - 2.1.7 to copy or otherwise reproduce any Confidential Information only to the extent necessary for the purpose of this Agreement; and
  - 2.1.8 to observe at all times any additional security or confidentiality requirements of any governmental body or authority which are made known to the Receiving Party.
- 2.2 Each Party undertakes within two business days of receipt of a written request from the other Party and at the option of the other Party:
  - 2.2.1 to return to the other Party all documents and other material in its possession, custody or control that bear or incorporate any part of the other party's Confidential Information; or

- 2.2.2 to destroy by shredding or incineration or, in the case of electronically held information, permanent irrecoverable deletion, all documents and other material in its possession, custody or control which bear or incorporate any part of the other Party's Confidential Information and to certify to the other party that this has been done.

**3. Limitation of non disclosure obligations**

Each Party may disclose the Confidential Information of the other Party:

- 3.1 where the disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body; or
- 3.2 to the extent that it is or becomes generally available to the public through no breach of this Agreement; or
- 3.3 to the extent that it is already known to the Receiving Party and can be shown by its written or other records was in its possession without confidentiality restrictions prior to receipt from the Disclosing Party; or
- 3.4 to the extent that it is subsequently and lawfully received by the Receiving Party from any third party without a breach of any obligation of confidence or non disclosure.

**4. Duration of this Agreement**

This Agreement will terminate after a period of five years from the date of signing, unless both Parties agree to extend it. Following the initial year, either Party may terminate the Agreement following written notice being given 90 days previously. Should for any reason the Agreement be terminated by either Party, then any confidential or commercial in confidence information given by either Party during the term of this agreement shall remain confidential for a period of 10 years following the termination of the Agreement.

**5. Further undertakings**

- 5.1 Nothing contained within this Agreement shall be construed as granting or implying any right or licence to the Receiving Party in respect of any Confidential Information. If the Receiving Party carries out any work on the Disclosing Party's Confidential Information, the Disclosing Party shall own all intellectual property rights in the ensuing work unless otherwise agreed.
- 5.2 Neither Party accepts responsibility for or makes any representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. Neither Party is liable to the other or any other person in respect of the Confidential Information or its use.
- 5.3 Each Party agrees to indemnify the other in respect of any claim, damage, loss, cost or expense which the other party suffers, whether direct or indirect, as a consequence of that party's breach of any of the provisions of this Agreement, including the cost to the other party of enforcing this Agreement.

**6. General**

- 6.1 The Parties acknowledge that damages may not adequately compensate for a breach of this Agreement, and that they may also seek such other remedies, including injunctions, as they desire
- 6.2 This Agreement constitutes the entire Agreement between the Parties with respect to Confidential Information.
- 6.3 Alterations to this Agreement will only be effective when agreed in writing by both Parties.
- 6.4 This Agreement shall be governed by English Law and the Parties shall submit to the non-exclusive jurisdiction of the English Courts.

Signed by a duly authorised representative of Morgan Innovation & Technology Ltd

Signed by a duly authorised representative of [ ]

..... Signature

..... Signature

..... S E Clarke (Mrs)..... Name

..... Name

.....Managing Director..... Title

..... Title

.....11 February 2013 ..... Date

..... Date