

Mutual Nondisclosure Agreement

Date: _____

This Mutual Nondisclosure Agreement is made between:
Inferz Limited, a company registered in England with company no.: **08549437**, whose registered office is at **20-22 Wenlock Road, London. N1 7GU. Tel: +44 (0) 1442 780 760, Fax: +44 (0) 8456 381 247**
and

_____,¹
[a company registered in England with company no.: _____ whose registered office is at] [an individual whose principal address at²]

_____.³

1. Purpose:

The parties wish to explore a business opportunity of mutual interest and in connection therewith each party may disclose to either the other party or to the other party's professional advisers certain information relating to it or to its business which it regards as confidential, including business, commercial, strategic and technical information which the disclosing party desires the receiving party to treat as confidential.

2. Confidential or Proprietary Information:

Confidential or Proprietary Information means any information disclosed by either party to the other party, directly or indirectly, in writing, in documentation, orally or by inspection of objects, graphics, or designs that was developed, created, or discovered by or on behalf of either party, or which became or will become known by, or was or is conveyed to either party, which has commercial value in such party's business. Confidential or Proprietary Information includes, but is not limited to:

- (a) software programs and subroutines, source and object code, algorithms, trade secrets, designs, technology, know-how, mask works, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance levels of either party's employees, and other information concerning the disclosing party's actual or anticipated business, research or development, or information which is received in confidence by or for the disclosing party from any other person;
- (b) agreements, contracts, schedules, policies or other such details concerning commercial / business arrangements, apart for those items regarded as information for distribution to 'the public' or 'acknowledged customers'; and
- (c) information so designated and disclosed to a party by third parties on behalf of a party to this Agreement.

¹ Please fill in this section

² Delete as appropriate

³ Please fill in this section

Confidential Information shall not, however, include any information which (i) is or becomes publicly known and made generally available through no action or inaction of the receiving party; (ii) is in the possession of the receiving party prior to disclosure; (iii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) is or has been disclosed to the receiving party by a third party having no obligation of confidentiality concerning the information.

3. Non-use and Non-disclosure:

Each party agrees not to use any Confidential or Proprietary Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties and to progress such business relationship between such parties. Each party agrees not to disclose any Confidential or Proprietary Information of the other party to the receiving party's employees or to third parties, except those who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Such employees or third parties shall be specifically informed that such Confidential or Proprietary Information is subject to confidentiality obligations. Neither party shall and shall use reasonable endeavours to procure that no third party to which it has disclosed such Confidential or Proprietary Information shall reverse engineer, disassemble or decompile any prototypes, software, graphical designs or other tangible objects that embody the other party's Confidential or Proprietary Information. Either party may disclose the Confidential or Proprietary Information of the other party if and to the extent required by law or compulsory legal process to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice prior to, or as soon as reasonably permitted thereafter, to the extent permitted by law such disclosure and assistance in obtaining an order protecting the information from public disclosure.

4. Maintenance of Confidentiality:

Each party agrees that it shall take reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of the Confidential or Proprietary Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information.

5. No Obligation:

Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Each party's obligations under this Agreement shall continue for a period of 5 years from the date of this Agreement.

6. No Warranty:

All Confidential or Proprietary Information is provided as is. Each party makes no warranties, express or implied or otherwise, regarding its accuracy, completeness, or performance.

7. Return of Materials:

All documents and other tangible objects containing or representing Confidential or Proprietary Information which have been disclosed by either party to the other party, and all copies thereof which have been made by or are in the possession of the other party, shall be and remain the property of the disclosing party and shall be returned to the disclosing party or otherwise destroyed, including any computations, analyses or models which make use of or incorporate any Confidential or Proprietary Information (in which case the recipient shall confirm to the other party that such Confidential or Proprietary Information has been destroyed) within five business days of the disclosing party's written request, provided that either party may retain such Confidential or Proprietary Information as may be required to be kept pursuant to any automatic archiving or backup procedure of the recipient or as required by law, provided that such Confidential or Proprietary Information so retained shall remain the subject of the obligations under this Agreement.

8. No License:

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property, nor shall this Agreement grant any party any rights in or to the Confidential or Proprietary Information of the other party except as set forth herein.

9. Binding Effect and Assignment:

This Agreement shall be binding on the parties and their respective successors and assigns. This Agreement and the rights and obligations hereunder may not be assigned by either party without the prior written consent of the other party, except that such consent shall not be required in the event of i) a re-capitalization, reorganization, re-incorporation, initial incorporation or similar corporate event by either party not resulting in a change in control, or ii) either the acquisition all of the issued shares of either party or all or substantially all of the assets of such party by another party, which party agrees to assume the rights and obligations of the acquired party under this Agreement. It is understood that information passed between the two parties may end up in the formation of a new corporation.

If any part of this agreement is judged by any competent court to be illegal, invalid or unenforceable such parts may be amended to give effect to the spirit of this Agreement and the remaining parts shall remain in full force and effect.

10. Jurisdiction and Choice of Law:

This Agreement and all contractual and non-contractual disputes away from it shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

11. Entire Agreement:

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by written agreement signed by both parties.

12. Specific Agreement:

All details regarding conXed, the conXed product, conXed Intellectual Property or conXed associations/partnerships shall also be specifically held under this non-disclosure agreement, unless granted specifically in writing.

13. Agreement

Signed for or on behalf of the parties on the date of this Agreement as below.

For and on behalf of Inferz Limited

Signature: _____

Name: Colin Nunn _____

Title: Director _____

Date: _____

For and on behalf of⁴:

Company Name: _____

Or Individual

Signature: _____

Name: _____

Title: _____

Date: _____

Fax back on: +44 (0) 8456 381 247

Email back on: colin.nunn@inferz.com

Followed by posting to the operating address:

**The Paddocks, Kimblewick Road, Great
Kimble. Buckinghamshire. UK. HP17 8TD**

⁴ Delete as appropriate