

CONFIDENTIALITY AGREEMENT

between

_____ and TecExec Limited.

Effective Date: _____

In consideration of the disclosure of confidential information, the parties identified above agree as follows:

1. The parties' contact persons are:

For TecExec Limited (hereinafter "TecExec"):

Peter Brown
TecExec Limited
First Floor, 59-61 High Street West
Glossop, Derbyshire SK13 8AZ, UK

For _____ (hereinafter "the Other Party"):

2. Both Parties to this Agreement will be disclosing confidential information. In the remainder of this Agreement, the term "Disclosing Party" shall mean the party or parties identified in this Article 2, and the term "Receiving Party" shall mean the party receiving the confidential information.
3. "Confidential Information" shall mean all knowledge and information belonging to the Disclosing Party which the Receiving Party may acquire from the employees, consultants, agents or representatives of the Disclosing Party or of its affiliated companies by whatever means, including but not limited to, information, respecting its proprietary products and processes, ingredients, recipes, know-how, business plan or plans, inventions, designs, methods, systems improvements, trade secrets, and all other information which may come to the knowledge of the Receiving Party with regard to the business of the Disclosing Party, irrespective of its shape, form or media, and including but not limited to any electronically stored information.
4. The Confidential Information disclosed pursuant to this Agreement includes in particular and without limiting the scope of Confidential Information the following:

The Receiving Party shall not use the Confidential Information, directly or indirectly, for any other purpose.

5. The Receiving Party agrees that it will hold in confidence all Confidential Information. Each Party further agrees that it will not advertise, publish or in any way publicly indicate the fact that it is working with the other Party for the purposes set out in this Agreement, unless it has received the other Party's prior written authorization.
6. Confidential Information shall be disclosed by the Receiving Party only to those of its employees, consultants, agents, representatives and affiliated companies, if any, who need to know such Confidential Information for the purposes of this Agreement, who have been informed of the confidential nature of such information, and who are obligated under agreement to keep such information in confidence. The Receiving Party shall be responsible for any breach of confidence caused by the acts or omissions of such employees, consultants, agents, representatives and affiliated companies.
7. The obligations set forth in this Agreement shall not apply to any portion of the Confidential Information which the Receiving Party can prove: (a) was already known to the Receiving Party prior to any disclosure by the Disclosing Party; (b) was publicly available prior to any disclosure by the Disclosing Party, or subsequently becomes public information through no breach of this Agreement; (c) was received by the Receiving Party from a third party lawfully in possession of the same and not in breach of any agreement or any confidential relationship with the Disclosing Party; or (d) was independently developed by the Receiving Party, its parent or affiliated companies without reliance upon the Confidential Information of the Disclosing Party.
8. The Receiving Party shall have the right to disclose to the relevant authority any Confidential Information which is required to be disclosed pursuant to judicial process, court order or administrative request, provided that the Receiving Party shall notify, where reasonably possible, the Disclosing Party of any such process, order or request sufficiently prior to disclosing such Confidential Information as to permit the other party to seek a protective order.
9. Confidential Information shall remain the property of the Disclosing Party. Nothing in this Agreement will be construed to convey to either party any right, title, or interest in any Confidential Information, and no license is granted by either party to the other or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name or trade secret, in which either party has any right, title or interest.
10. The Receiving Party shall, upon request of the Disclosing Party, return to the Disclosing Party all Confidential Information supplied by the Disclosing Party, including all copies thereof, and make no further use of it.
11. The period for disclosure of Confidential Information shall be for five (5) years from the Effective Date.
12. This Agreement comes into effect on the Effective Date specified above and the obligations imposed by this Agreement shall remain in effect for ten (10) years.
13. If the parties agree to conduct trials or any development work related to the subject matter of this Agreement, they intend to conclude a new agreement. Any Confidential Information exchanged with respect to such trials or development work will be subject to the terms and conditions of this Agreement until a new agreement is signed.
14. This Agreement shall not be construed to create any obligation on the part of either party to enter into any further business relationship with the other party.
15. A finding that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Agreement, unless the

provisions that have been found to be invalid or unenforceable substantially affect the rights or obligations granted or undertaken by either party.

16. The failure of a party to insist, in one or more instances, upon performance of any of the provisions or conditions of this Agreement will not be construed as a waiver of any other provision or condition of this Agreement, and no present waiver will be construed as a future waiver of such provision or condition.
17. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.
18. This Agreement shall in all respects be governed by and interpreted according to the laws of England.
19. Any dispute under this Agreement which cannot be resolved amicably shall be decided exclusively by the English courts.
20. This Agreement states the entire understanding of the parties regarding the subject matter hereof.

TecExec Limited
First Floor, 59-61 High St. West
Glossop
Derbyshire SK13 8AZ
UK

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____