

Mutual Non-Disclosure Agreement



1. Scope and application

This agreement covers the confidentiality of information between the undersigned ("parties").

The parties wish to consider the technical and commercial capabilities of various technologies and opportunities envisaged by one or more of the parties ("relationship"). During the relationship, either party ("discloser") may provide the other party ("receiver") with confidential or proprietary concepts, designs, or commercial information ("information").

This information may be disclosed in any form including, but not limited to: oral descriptions, papers, drawings, and computer files ("documents"), and materials, parts, assemblies and equipment ("items").

2. Obligations of confidentiality

Both parties agree that they will keep confidential all information obtained from the other party, whether explicitly disclosed or not, and to use such information only for the purposes of their relationship.

Each party must ensure that all their employees, sub-contractors and service companies (e.g. IT) with access to the confidential information, have signed a written confidentiality undertaking no less restrictive than that contained in this agreement.

The receiver shall take such reasonable security measures to protect the confidential information as it takes to protect its own confidential information and trade secrets.

Either party shall obtain written approval from the other before using their name in advertising or other public disclosure.

3. Control of documents and items

Either party shall on request from the other return any documents or items connected with the relationship and shall not retain any unauthorized copies or likenesses. The receiver may retain copies of the confidential information that are stored on their IT backup and disaster recovery systems until the ordinary course of deletion thereof (it being agreed that the receiver shall continue to be bound by the terms and conditions of this agreement with respect to such retained confidential information for the period of time during which such confidential information is retained).

4. Limitations

The receiver acknowledges that this agreement does not grant any right or licence in respect of the information disclosed or any intellectual property rights embodied in the information.

This agreement does not apply to any information in the public domain (other than by breach of this agreement), or which the receiver can show was either already lawfully in their possession prior to its disclosure or acquired without the involvement, either directly or indirectly, of the discloser.

5. Term of the agreement

This agreement shall have immediate effect and shall continue for a period of three years after the end of the relationship. The parties' obligations in relation to each other's confidential information will continue in force notwithstanding the expiry or termination of this agreement for any reason. The end of the relationship shall be signified by the last meeting, or last e-mail or letter sent by either party, or by either party serving notice on the other that the relationship has ended.

6. Signatures of parties

	<i>Signature of responsible person.</i>
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<i>Name</i>	<i>Print Name</i>
<i>Position</i>	<i>Position</i>
I.T. Dev Ltd. Kenneth Dibben House Southampton Science Park Southampton SO16 7NS	<i>Company or Organisation or Personal Address (as appropriate)</i>
Company Registration No. 4693711, Registered at Companies House, Cardiff	
Date Day / Month / Year	Date Day / Month / Year