

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, to become effective on the date last signed, is made BETWEEN **Ashton & Moore Ltd. (A&M)** with a registered office at 12 Smith Street, Hockley, Birmingham, B19 3EX, England, of the one part and

.....
..... of the other part (hereinafter individually referred to as "Party" or jointly as the ("Parties")).

WHEREAS

The parties wish to exchange confidential information relating to the Subject Matter for the Purpose as such terms are hereinafter defined.

IT IS HEREBY AGREED as follows :

1. In this Agreement the following words and phrases shall have the following meaning unless the context clearly requires otherwise:

1.1 "Confidential Information" shall mean all information or data (including all oral and visual information or data and all information or data recorded in writing or in any other medium or by other method) disclosed to or obtained by one party from the other and without prejudice to the generality of the foregoing definition the term "Confidential Information" shall include but not be limited to any information ascertainable by the inspection or analysis of samples, and any information relating to either party's operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, mathematical models, market opportunities, customers or business affairs.

1.2 "Subject Matter" shall mean information relating to material processing, build and supply of the customer's products.

1.3 "Purpose" shall mean the possible future collaboration in relation to the Subject Matter.

2. In consideration of the provision of Confidential Information by one party to the other, the recipient party undertakes with the providing party :

2.1 To maintain the Confidential Information in confidence and to use it only for the Purpose but without prejudice to the generality of the foregoing, not to make any commercial use thereof or use the same for the benefit of itself or of itself or of any third party other than pursuant to this Agreement.

2.2 Not to copy, reproduce or reduce to writing, any part of the Confidential Information except as may be reasonably necessary for the Purpose and that any copies of reproductions or reductions to writing so made shall be the property of the providing party.

2.3 Not to disclose Confidential Information whether to its employees, Directors, or to third parties except in confidence of such of its employees or Directors who need to know the same for the Purpose and provided that :

2.3.1 Such employees and Directors are obliged by their contract of employment or service not to disclose the same, and

2.3.2 The recipient party shall enforce such obligations at its expense and at the written request of the providing party insofar as breach thereof relates to the Confidential Information.

2.4 To be responsible for the performance of sub-clauses 2.1, 2.2 and 2.3 above on the part of its employees or Directors to whom the same is disclosed pursuant to sub-clause 2.3 above, and to apply thereto no lesser security measures and degree of care than those which the recipient party applies to its own confidential or proprietary information and which the recipient party hereby warrants as providing adequate protection of such information from unauthorised disclosure, copying or use.

3. The obligations of confidentiality under clause 2 above shall apply from the date of disclosure hereunder but shall not apply to any part of the Confidential Information which :

3.1 Is in or comes into the public domain in any way without breach of the Agreement by the recipient party, or

3.2 the recipient party can show was in possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the providing party and was not previously acquired by the recipient party from the providing party under an obligation of confidence, or

3.3 the recipient party obtains or has available from a source other than the providing party without breach by the recipient party or such source of any obligation of confidentiality or non-use towards the providing Party, or

3.4 is disclosed by the recipient party with the prior written approval of the providing party.

4. The exceptions provided at clause 3 shall not however apply to :

4.1 specific information merely because it is embraced by more general information that falls within any one or more of such exceptions, and

4.2 any combination of features merely because individual features (but not the combination itself) fall within any one or more of such exceptions.

5. The providing party reserves all rights in its Confidential Information and no rights or obligations other than those expressly recited herein are granted by or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right now or in the future held, made, or obtained by the providing party or licensed to the providing party. Nothing in this agreement or its operation shall preclude or in any way impair or restrict either party from continuing to engage in its business provided that such continuation is not in breach of the terms of this Agreement.

6. Nothing in this Agreement shall be construed as requiring either party to disclose any Confidential Information, to grant rights under licenses, or to render any technical assistance.

7. The providing party makes no representation in respect to, or warrants, any Confidential Information provided to the recipient party but shall furnish same in good faith to the best of its knowledge and ability. Without restricting the generality of the foregoing the providing party makes no representation or warranty as to merchantability or fitness for a particular purpose, or as to whether or not the exploitation of any such Confidential Information will infringe any patent or other rights of any other person.

8. The recipient party will not, and will direct its Directors and employees not to disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction with the providing party or any of the terms, conditions or other facts with respect to this Agreement or any such possible transaction, including the status thereof. For the purposes of this clause 8 any disclosures required to comply with Government requirements shall be permissible.

9. In the event that the recipient party shall be in breach of any of its obligations in this Agreement or upon the providing party's request the recipient party shall forthwith return to the providing party all Confidential Information including all copies thereof.

10. Should any portion of this Agreement be held to be void or otherwise unenforceable, other portions of this Agreement shall not be affected, and both Parties agree to continue to abide by the terms of such other portions.

11. This Agreement is subject to the laws of England and both parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Signed by Providing Party

Name.....Organisation.....

Title.....

Signature.....

Date.....

Signed by Receiving Party

Name.....Organisation.....

Title.....

Signature.....

Date.....