

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ (date)

BETWEEN

1. _____
_____ (the "Discloser"), and
2. Julian Peck trading as Innoverce of Ouseburn Building, Albion Row, Newcastle upon Tyne NE6 1LL (the "Recipient")

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

For the purpose of this Agreement the following expressions shall have the following meanings:

- 1.1. The "Subject Matter" means _____

- 1.2. "Confidential Information" means all and any information or data disclosed (whether in writing, orally or by any other means) by the Discloser to the Recipient and which relates to the Subject Matter, including both technical and commercial information.
- 1.3. The "Parties" means the Discloser and the Recipient.
- 1.4. "Permitted Purpose" means the furtherance of a potential or actual business relationship between the Parties.
"Representatives" means the Recipient's employees and professional advisors.

2. CONFIDENTIALITY OBLIGATIONS

In consideration of the disclosure of Confidential Information to the Recipient by the Discloser, the Recipient agrees:

- 2.1. to hold the Confidential Information in confidence and not to disclose it or permit it to be made available to any other person, firm or company (except to its Representatives who need access to such Confidential Information for the Permitted Purpose);
- 2.2. only to use such Confidential Information for the Permitted Purpose;
- 2.3. to ensure that each Representative to whom it discloses Confidential Information is made aware in advance of the Discloser's obligations under this Agreement;
- 2.4. to maintain all confidential or proprietary markings placed upon or contained within the Confidential Information, and to refrain from removing, destroying or rendering illegible any such markings.

3. EXCLUSIONS

This Agreement shall not apply to Confidential Information:

- 3.1. which is in the public domain or comes into the public domain for any reason other than any failure on the part of the Recipient or its Representatives to comply with the terms of this Agreement;
- 3.2. which was lawfully in the possession of the Recipient prior to such disclosure;
- 3.3. which is subsequently received by the Recipient from a third party without obligations of confidentiality; or
- 3.4. which the Recipient or its Representatives are required to disclose by law or any regulation or governmental authority.

4. LIMITATIONS

The Recipient's obligations shall only extend to Confidential Information that is either marked confidential at the time of disclosure, or is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure. The Discloser shall use its reasonable endeavours to follow such unmarked disclosure with a written notice sent to the Recipient within 30 days of disclosure, designating the information as confidential and summarising the confidential information sufficiently for identification.

5. TERM

This Agreement shall apply for a continuous period of _____ years from the date above.

6. WAIVER AND CONTINUING EFFECT

No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no variation shall be effective unless in writing and signed by a duly authorised person on each Party's behalf.

7. NO PARTNERSHIP

This Agreement shall not be construed to create a partnership, joint venture or the relationship of principal and agency between the Parties.

8. SEVERABILITY

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

9. COUNTERPARTS

This Agreement may be signed in up to two counterparts and/or via scanned email with the same effect as if the signature to each were upon the same Agreement.

10. NOTICES

Notices under this Agreement shall be given in writing to the relevant Party at the address stated above (or such other address as it shall previously have notified to the other Party with reference to this clause) and shall be deemed served only when signed for.

11. NON-ASSIGNMENT

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

12. THIRD PARTY RIGHTS

No term, condition or provision of this Agreement shall be enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who is not a party to it.

13. ENTIRE AGREEMENT, GOVERNING LAW AND JURISDICTION

This Agreement constitutes the entire agreement and understanding between the Parties on this subject and supersedes all prior agreements, understandings and undertakings in such respect. This Agreement shall be governed and construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

Signed _____ Signed _____

Name _____ Name _____
For and on behalf of the Discloser For and on behalf of the Recipient