

Mutual Non-Disclosure Agreement

In consideration of their current or prospective business relationship Aditinet UK Limited, with company number 9599460 and registered office address: Northern and Shell Building, 8th Floor, Lower Thames Street, London, EC3R 6A and _____, with company number _____ and offices based at _____, _____, _____ may disclose to each other certain information regarding their customers, technology or business. This Agreement confirms each parties' understanding with respect to such information.

As used in this agreement, "Confidential Information" shall stand for any information relating to the other party's customers, business, proprietary products, technology and/or processes including but not limited to, documentation, drawings, models, photographs, sketches, application programming interfaces and presentations.

Each party agrees:

- (i) to maintain the other party's Confidential Information (including all portions or copies thereof) confidential in the same manner as their own proprietary information is maintained
- (ii) not to disclose the other party's Confidential Information (or any portion or copy thereof) to any third party
- (iii) not to use the other party's Confidential Information (or any portions thereof) for any purpose except internal evaluation
- (iv) to ensure that any of their employees or colleagues who have access to the other party's Confidential Information are bound by similar restrictions
- (v) for the duration of this agreement and for a period of one year after its termination, neither party shall directly or indirectly solicit employment or employ, engage, sub-contract or seek to employ on any basis whatsoever any person who in the preceding 12 months and on behalf of the other party has been directly or indirectly involved with the specified purpose.
- (vi) for the duration of this agreement and for a period of one year after its termination, neither party shall directly or indirectly seek to solicit, engage or sub-contract on any basis whatsoever any company who in the preceding 12 months and on behalf of the other party has been directly or

indirectly involved with the specified purpose.

The obligations of this Agreement shall not apply to any information which is or which becomes generally known to the public by publication or by means other than a breach of duty by the receiving party or which becomes otherwise available to the receiving party through Legal sources.

It is understood by both parties that any information supplied by the other party may relate to products that are under development or planned for development. Neither party accepts responsibility for any expenses, losses, or action incurred or undertaken by the other party as a result of the receipt of this information.

Neither party grants any license to the other party, by implication or otherwise, under any of its patents or patent as a result of disclosure of any information under this Agreement.

This Agreement shall be considered as an Agreement made subject to English Law.

Signed for and on behalf of Aditinet UK, Northern and Shell Building, 8th Floor, Lower Thames Street, London, EC3R 6AF

Print Name: DAVE STANLEY

Signature:.....

Date: _____

Signed for and on behalf of _____,

Address: _____

Print Name: _____

Signature:.....

Date: _____



aditinet^{UK}
1st CLASS IT