

BILATERAL NON-DISCLOSURE AGREEMENT

Purpose

Perudo Realisations Ltd ("Party 1") with Registered Address of Outgang Road Baston Peterborough PE6 9PT and [enter Company Name] **("Party 2")** of [enter Address] wish to discuss matters of mutual interest. Since such discussion in connection with the Purpose may include sharing of Confidential Information and may result in Confidential Information, both Parties agree to the following:

Confidential Information

Confidential Information means any information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") either directly or indirectly and including without limitation documents, samples, customer data, internally generated data, materials, specifications and/or other information which is competitively sensitive, proprietary and/or confidential to that party. Confidential Information may also include information disclosed to a party by third parties at the direction of a Disclosing Party. Confidential Information shall not, however, include any information which the Receiving Party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; or (ii) becomes publicly known and made generally available after disclosure through no action or inaction of Receiving Party; or (iii) is in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure.

Non-use and Non-disclosure

Each Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties hereto. Each Receiving Party agrees not to disclose any Confidential Information to third parties or to its employees, except to those who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Without limiting the foregoing in any way, each Receiving Party agrees to hold in confidence the fact that discussions relating to the Information have occurred or are occurring between the parties, as well as the terms of any agreement and any on-going discussions respecting a future business relationship concerning the parties.

Maintenance of Confidential Information

The Receiving Party agrees that:

- it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorised use of the Confidential Information;
- it will only disclose the Information to its employees or third parties on a need to know basis who require the information for the performance of their duties in connection with work or possible work together or in order to assist the Receiving Party in the execution of the same and the Receiving Party shall have such third parties, if any, who have access to Confidential information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information;
- it shall hold and maintain the Information in confidence and trust for the sole and exclusive benefit of the Disclosing Party and shall not use the information for its own benefit or for the benefit of any third party;
- it shall immediately notify the Disclosing Party in the event coming to its knowledge of any unauthorised use or disclosure of the Confidential Information.

Return of Materials

The Receiving Party agrees that:

- All intellectual property rights arising out of any work done whether in the past or in the future by the Receiving Party under the instruction of the Disclosing Party shall belong to the Disclosing Party. The Receiving Party agrees that it will at the request and cost of the Disclosing Party sign any document reasonably required by the Disclosing Party to confirm and vest full right title and interest in such intellectual property in the Disclosing Party;
- all written documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be promptly destroyed or returned to the Disclosing Party upon the Disclosing Party's request to do so.

No Obligation

Nothing herein shall obligate either party to proceed with any transaction between them or to enter into a further relationship with the other party and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

No Warranty

All Confidential Information is provided "AS IS". Neither Party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

No Licence

Nothing in this Agreement is intended to grant any rights to either party under any patent, right, title, copyright, licence or other such interest, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information except as expressly set forth herein.

Term

The obligations undertaken under this Agreement shall be effective from the date any Information was first disclosed, made available or provided by the Disclosing Party to the Receiving Party. This Agreement contains the entire understanding to date between the parties hereto relative to confidentiality of the Information. This Agreement may not be amended or supplemented except in a writing signed by both parties.

Remedies

The parties hereto acknowledge that no remedy at law for damages is adequate to compensate for a breach of the provisions set forth in this Agreement and that the party injured by such breach shall be entitled to temporary or permanent injunctive relief against any such breach, without the necessity of proving actual damages in addition to all legal remedies.

Miscellaneous

- This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.
- This Agreement shall be governed by and construed in all respects in accordance with English Law, and each party submits to the exclusive jurisdiction of the English Courts.

In order to indicate acceptance of the above-mentioned terms and conditions, the parties have signed this in the space below by an officer duly authorised.

Accepted and Agreed To:

Signed by:



Elizabeth Graham

Authorised representative for and on behalf of **PERUDO REALISATIONS LTD (Party 1)**

Signed & Dated by:

[sign]:

[print]:

Authorised representative for and on behalf of **Party 2 [as named above]**

Date: