

Confidentiality & Non-Disclosure Agreement

Between MDE & _____

With Reference to:

1. Acknowledgement

1.1 The parties signified hereto agree that they will not disclose to any third parties during the period of exploratory talks and negotiations any information or information deriving from any copyright, trademarks, patents or other intellectual property rights owned or pending or any other information that is not already in the public domain. Any third party to whom the information needs to be extended requires advance written approval from the appropriate signatory to the parties hereto.

2. Non-Disclosure

2.1 In order to protect the confidentiality and trade secrets of the parties hereto and without prejudice to every other duty to keep secret all information given to the other or gained in confidence the parties agree on it's own part and on behalf of it's personnel or associates as follows:-

2.1.1 Not at any time whether during or after the discussions (unless expressly so authorised by either of the parties as a necessary part of the development process) to disclose to any person or to make use of any of the trade secrets or confidential information of the parties;

2.1.2 To deliver up to the appropriate parties signatory at the end of a mutually agreed period, all documents and other materials belonging to the other party (and all copies) which are in possession, including documents and other materials created by either party or the personnel or associates during the course of the development process;

2.1.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to either party except when required to do so in the course of the development process.

3. Governing Law and Jurisdiction

3.1 This agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

4. Illegality

4.1 If any provision or term of this agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provision of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this agreement such terms and provisions shall be divisible from this agreement and shall be deemed to be deleted from this agreement provided always that if any such deletion substantially affects or alters the intent of this agreement the parties shall be negotiate in good faith to amend and modify the provisions and terms of this agreement as necessary or desirable in the circumstances.

For and Behalf of

Signed By: _____

Also Print Name: _____ **Dated:** _____

For and Behalf of MDE Ltd

Signed By: _____ **Dated:** _____

Also Print Name: _____