

MUTUAL NON-DISCLOSURE AGREEMENT

Date

Parties: (1) ACK Limited
70 Southview Avenue
Caversham
Reading
Berkshire
RG4 5BB

AND (2)

RECITALS

1. The above parties agree to offer to each other a legally binding Agreement that all information relating to each party will be kept confidential by the other.
2. The above parties, or representatives ("the discloser") may need to disclose to the other ("the recipient") information relating to its financial and commercial activities.
3. This agreement sets out the terms and conditions on which the information is disclosed in order to protect the interests of the above parties.

AGREEMENT

1. For the purpose of this Agreement, "Confidential Information" means all confidential information disclosed by the discloser to the recipient and shall include (but not be limited to) the business dealings and affairs and prospective business and affairs of the discloser, the technology underlying the concepts, products and services and prospective concepts, products and services, product, financial, marketing, manufacturing, organisational, technical and other data relating to the discloser, the finances, price lists and identity of customers, suppliers, agents, distributors and contractors of the discloser and shall comprise not only written information, but also information transferred orally, visually, electronically or by other means whether or not it is expressly stated to be confidential.
2. It is understood that the term "Confidential Information" does not include information which:-
 - (i) is publicly known at the time of disclosure;
 - (ii) after disclosure to the recipient, has become publicly known other than through breach of this Agreement;
 - (iii) the recipient can show by documentary evidence within 30 days of disclosure by the discloser was known to it, other than under a subsisting obligation of confidentiality or restricted use, prior to the disclosure by the discloser;

Contact ACK Ltd for further details on:

Tel: 0118 948 2588, e-mail: enquiries@ackltd.co.uk web site www.ackltd.co.uk.

- (iv) the recipient can show by documentary evidence within 30 days of disclosure by the discloser was developed independently by a member of its staff prior to disclosure by the discloser;
 - (v) the recipient can show was made available to it by a third party who had not imposed on the recipient any subsisting obligation of confidentiality or restricted use in respect thereof.
3. No announcement or disclosure of the discloser's existence or content of the relationship between the above parties whatsoever will be made, permitted or solicited by one party without the other's prior written consent.
4. Irrespective of whether the discloser continues its business the recipient will each keep all Confidential Information secret and confidential and, except insofar as may be expressly authorised by the discloser in writing, the recipient will not at any time thereafter disclose or communicate to any person such Confidential Information (other than its employees who are required in the course of their duties to receive and consider such Confidential Information) or permit any act or circumstances whereby the same may be disclosed or communicated to those others. Even where the discloser expressly authorises such disclosure, the recipient will in any event be responsible to the discloser for any use or disclosure of Confidential Information by any persons to whom the Recipient discloses such Confidential Information. Each person to whom any Confidential Information may be disclosed will be advised of its secret and confidential nature and of the terms of this Agreement and, prior to receiving the Confidential Information, will, if so required (other than in the case of professional advisers or bankers bound by professional codes of secrecy), enter into a similar written agreement or a written agreement in a form acceptable to the discloser, under which they agree to abide by such terms.
5. The recipient will not use the Confidential Information other than for the purposes for which it was disclosed; and without prejudice to the generality of the foregoing will not use or seek to use the Confidential Information for its own benefit or so as to procure any commercial advantage for itself or for others.
6. The recipient shall at all times keep separate all Confidential Information from all its other documents and materials and not use the Confidential Information in an externally accessible computer or electronic information retrieval system. In addition, the recipient shall not transmit any Confidential Information in any form or by any means whatsoever outside of its usual place of business.
7. In the event that the recipient or anyone to whom the recipient transmits any Confidential Information pursuant to the Agreement becomes legally compelled to disclose the same, the recipient will provide the discloser with prompt notice so that the discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that compliance with the provisions of this Agreement, is waived the recipient will furnish only that portion of the Confidential Information which the discloser is advised by written opinion of its counsel is reasonable, satisfactory and legally required.
8. The above parties agree that no right or licence is granted to the recipient in relation to Confidential Information except expressly set forth in this Agreement. The recipient will return to the discloser on demand any and all written documents and material on another medium entrusted to the recipient

and which contains Confidential Information and will not copy, reproduce or distribute in whole or in part of such documents without the discloser's prior written consent. Alternatively, upon the discloser's demand, the recipient will destroy and erase, and provide an undertaking to the effect that the recipient has destroyed and erased, all written documents and material on another medium in its possession containing Confidential Information.

9. No warranty is given and no liability is accepted by the discloser in connection with the accuracy of the Confidential Information or as to its fitness for any particular purpose.

10. LAW

This agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the [exclusive] jurisdiction of the English courts.

11. GROUP

For the purpose of this Agreement each party shall include its subsidiaries and its holding companies (as defined by section 736 of Companies Act 1985) and subsidiaries of its parent companies and any company in which it has an equity interest of not less than 20%.

For and on behalf of
ACK Limited

For and on behalf of

Signed

Signed.....

Name - Martin Herbert

Name

Position - Managing Director

Position

Date

Date