

THIS AGREEMENT is made the day of20.....

BETWEEN

Precision Microdrives Limited whose registered office is at Unit 1.05 Canterbury Court, 1-3 Brixton Road, London, SW9 6DE, ENGLAND, **AND**

..... whose registered office is at.....
..... hereinafter jointly referred to as the “Parties” or individually as the “Party”

INTRODUCTION

- (A) The Parties wish to discuss **possible transactions between the parties**. The discussions will necessitate the disclosure of information concerning the business and affairs of each other and of other companies in the same group of companies as each of the Parties (“the business and affairs of the parties”).
- (B) Each party requires such disclosures to be treated in confidence and to be protected in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. Information disclosed under this Agreement will include, but not be limited to, commercial, financial, technical, operational or other information in whatever form (including information disclosed orally) which concerns the business and affairs of the Parties and is of a confidential nature, including any such information disclosed prior to the date of this Agreement (“Confidential Information”).
2. Each party will:
 - 2.1. keep in confidence any Confidential Information disclosed to it by the other party and will not disclose that Confidential Information to any person (other than their employees or professional advisers, who need to know the Confidential Information) without the written consent of the other Party;
 - 2.2. use the Confidential Information disclosed to it by the other Party only for the purpose for which it was disclosed;
 - 2.3. ensure that all people to whom the Confidential Information is disclosed under this Agreement are aware of the terms of this Agreement; and
 - 2.4. make copies of the Confidential Information only to the extent strictly necessary to the purpose for which it was disclosed.
3. The parties will keep the existence, nature and content of this Agreement confidential, together with the fact that discussions are taking place concerning the business and affairs of the Parties.
4. Paragraphs 2 and 3 will not apply to information:
 - 4.1. which is in the public domain at the time of disclosure or comes into the public domain other than through a breach of this Agreement;
 - 4.2. lawfully in the possession of the recipient before its disclosure under this Agreement took place;
 - 4.3. obtained from a third party who is free to disclose it;
 - 4.4. which is independently and verifiably developed by the recipient without the use or benefit of the Confidential Information.

5. In the event that either Party is required by law (including any regulatory body) to disclose any Confidential Information of the other Party, the Party required to make such disclosure shall provide the other with prompt prior written notice of such requirement so that such other Party may seek an appropriate protective order. In the absence of a protective order disclosure may be made only as to that portion of the Confidential Information which the Party is seeking to disclose is advised in writing by counsel is legally required to be disclosed. The disclosing Party will exercise its best efforts to obtain assurance that the Confidential Information will be accorded confidential treatment.
6. No licences or any rights under any patent, registered design, copyright, design right or any similar right belonging to either Party are implied or granted under this Agreement.
7. The obligations and restrictions in this Agreement will last for a period of 2 years from the date of the last disclosure of Confidential Information under this Agreement.
8. The receiving Party will on request either:
 - 8.1. return all copies of the Confidential Information to the disclosing Party; or
 - 8.2. destroy all copies of the Confidential Information and confirm in writing to the disclosing Party that this has been done.
9. The disclosure of Confidential Information under this Agreement does not oblige either Party to enter in to any further agreement with the other Party.
10. Neither Party makes any warranty, expressed or implied, with respect to information delivered hereunder. In no event shall either Party be liable for incidental, exemplary, punitive, special or consequential damages.
11. This agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written between the Parties with respect to the subject matter hereof which shall cease to have any further force or effect. No amendment to this agreement shall be effective unless in writing and executed by both Parties.
12. A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
13. This Agreement is governed by English law and the Parties shall be subject to the exclusive jurisdiction of the English Courts.

**SIGNED on behalf of Precision Microdrives
Limited**

SIGNATURE

NAME

POSITION

SIGNED on behalf of

SIGNATURE

NAME

POSITION