

Confidentiality – non disclosure agreement

In consideration of the Company agreeing to disclose information in relation to its business and activities to you in connection with our proposed working partnership you hereby undertake as follows:

1. that you will keep all confidential information and trade secrets or working practices of the Company which may be disclosed by the Company to you or your professional advisors or associated sister companies or successor companies in complete confidence and will not disclose the same or any part thereof to any person, firm or company other than a director or responsible employee of yours or your professional advisors or any of your sister companies and their employees instructed in relation to your proposed working partnership and you will not use any of such confidential information or trade secrets or working practices without the Company's prior written consent for any purpose other than an appraisal by you of the Company's business and deciding whether or not to proceed with the proposed working relationship.
2. that you will not make any public or internal announcement regarding the proposed working relationship at any time without prior consultation with and the prior written consent of Duncan Arthur Ray for the Company.

You agree to indemnify and hold the Company harmless at all times against any breach of any of the above undertakings by you or any person who receives pursuant to this agreement any confidential information or trade secrets or working practices of the Company and discloses or uses the same in contravention of the above undertakings.

The above undertakings shall continue to apply whether or not you proceed with the working partnership but shall cease to apply to any confidential information or trade secrets of the Company which may come into the public domain otherwise than through unauthorised disclosure by you, your directors, your professional advisors or staff or sub contractors employed by you either directly or indirectly and your clients.

In the event that the proposed working partnership is abandoned or is not entered into for any reason whatsoever then you will return immediately to the Company on its written demand any or all written documents provided to you or your professional advisors and all copies thereof whether or not the same

contain confidential information of the Company and all documents derived there from and you further undertake in such an event not thereafter to copy, reproduce or distribute any document derived from the secrets of the Company and to keep all such documents which may be in existence in complete confidence at all times thereafter.

This document will be forwarded to you to complete and sign and return with one copy being kept for your records.