

CONFIDENTIALITY AGREEMENT

Clients Name and company (hereinafter the "Client") and Warwick Design Consultants Limited (hereinafter "Warwick") wish to disclose to each other certain information relating the manufacture and assembly of the Client's Intellectual Property (hereinafter collectively the "Information") for the purpose of discussing design and development ("the Purpose"). The disclosing party considers its Information to be its confidential and proprietary property or to be Information which it is otherwise lawfully authorised to disclose under conditions of strict confidentiality. The disclosing parties are willing to disclose and the receiving parties are willing to receive such Information subject to the following terms and conditions:

1. The receiving parties shall hold the Information disclosed to them in confidence and shall use the same level of care to prevent any unauthorised use or disclosure of such Information as they exercise in protecting their own information of a similar nature. Information disclosed hereunder shall at all times remain the property of the disclosing parties.
2. The receiving parties shall not, without the prior written consent of the disclosing parties, make use of the Information disclosed to them other than for the Purpose, nor disclose the Information to any third party except to such of their officers, employees, agents and consultants (and to such of their Affiliated Companies' officers, employees, agents and consultants) who have been made aware that the Information is confidential and are bound to treat it as such and to whom disclosure is necessary for the Purpose. The receiving parties shall be responsible for such person's compliance with the terms of this Agreement. Furthermore, the receiving parties shall not disclose in any way the nature of the relationship between it and the disclosing parties, nor disclose that there is a relationship at all, without the prior written consent of the disclosing parties. In this Agreement "Affiliated Company" means any organisation which directly or indirectly controls, is controlled by, or is under common control with the relevant party and "control" means the ownership of a majority of the voting stock.
3. Each party acknowledges and agrees that nothing in this letter shall prevent the other parties from disclosing, in their sole and absolute discretion, their own information to any third party or from entering into separate confidentiality or other arrangements with any third party at any time.
4. Nothing contained in this Confidentiality Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement relating to any of the Information or as the grant of a licence to the Client or Warwick to use each other's Information other than in accordance with the terms of this Agreement.
5. Upon completion of the Purpose and in the absence of any further agreement between the parties, the receiving parties shall cease all use and make no further use of the Information disclosed to them and shall upon written request from the disclosing parties promptly return all such Information which is in tangible form, retaining no copies and expunge any Information from any computer, word processor or other like device.

6. The confidentiality and non-use obligations of this Confidentiality Agreement shall not apply to:-
 - a) Information which at the time of disclosure is in the public domain; or
 - b) Information which, after its disclosure hereunder, becomes part of the public domain by lawful and proper publication; or
 - c) Information which the receiving parties can establish by reasonable proof was in their possession at the time of disclosure hereunder or was subsequently and independently developed by such of their employees or its affiliated companies' employees who had no knowledge of the Information disclosed; or
 - d) Information which the receiving parties receive from a third party provided however that such information was not obtained by the said third party, directly or indirectly, from the disclosing parties under conditions of confidentiality; or
 - e) Information which is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure.
7. The confidentiality and non-use obligations under this Agreement shall expire on the tenth anniversary of the date of Warwick's acceptance hereof.
8. Each party acknowledges and agrees that at any time the other parties may at their sole and absolute discretion reject any proposals made by the other parties or terminate any negotiations or discussions directly or indirectly involving the other parties and shall not be liable for the others' costs, (if any) arising in relation to the Purpose.
9. The parties acknowledge that, without prejudice to the other parties' rights to damages for breach of this Agreement, injunction, specific performance and other equitable relief are appropriate remedies for breach of this Agreement.
10. Each party shall be responsible for the breach of any terms of this Agreement by its or by any of its officers, employees, agents or consultants, or by any officers, employees, agents or consultants of any member of its affiliated companies (if applicable).
11. It is further understood and agreed that any failure by any person entitled to the benefit of this Agreement in exercising any right, power or privilege hereunder shall not act as a waiver hereunder nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
12. Each party agrees to indemnify the others against any loss or damage, costs and expenses whatsoever arising as a result of a breach of this Agreement by it or its affiliated companies, officers, employees, agents or consultants.
13. If any provision of this Agreement shall be declared invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement.
14. Each party hereby acknowledges that although the other parties have provided the information in good faith, any other members of the other party's affiliated

companies, nor any of the other party's advisers or representatives or any of their respective directors or employees makes any representation or warranty as to the accuracy or completeness of the Information and none of them shall have any liability to the other parties or any person to whom disclosure is permitted pursuant to Clause 2 arising from the use of the Information.

15. This Agreement shall be governed in all respects by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signed

For
Warwick Design Consultants Ltd
12 Waterloo Park Estate
Bidford on Avon
Warwickshire
B50 4JH

Signed

For
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Please sign and return one copy.