

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made BETWEEN Barair Systems Ltd having its principle place of business at 4 John Street, Thornton, Bradford, BD13 3JS and

1. The Parties intend to enter into commercial discussions for the purpose of building a base of mutual understanding and for further development of a business relationship between them.

2. In order to discuss and consider the above further the parties appreciate that it will be necessary to exchange information which is confidential to the providing Party. Each party hereto therefore agrees and undertakes as follows:-

2.1 In this Agreement unless the context otherwise requires, the following definitions shall have the meaning hereinafter ascribed to them:-

“Information” shall mean all documents, ideas know-how and other technical, commercial and financial information supplied by one party hereto to the other, whether disclosed directly or indirectly and whether orally, in document form, by demonstration or otherwise for the purpose in Paragraph 1 above; and “proper use” shall mean use of Information solely for the purpose envisaged in Paragraph 1 above. “Party” shall mean the employees, servants, agents or other representatives of the relevant Party. For the purpose of this Agreement, Information shall include the very fact of the Purpose.

2.2 All the Information furnished by one Party shall be treated by the other Party as confidential, shall not be used by the other Party except for proper use, and shall not be disclosed to any third party without the original disclosing Party’s prior written consent, except for any of the Information which the receiving Party can show:

a) is received by the receiving Party from a third party entitled without restriction to supply the same and whose direct or indirect source was not the disclosing party, or

b) is in or thereafter comes into the public domain otherwise than in consequence of a breach of an obligation by the receiving Party, or

c) is independently developed by the receiving Party without access to or use or knowledge of the

Information imparted by the disclosing Party. Notwithstanding the foregoing any obligation of confidence assumed by this Agreement shall

not be waived merely by reason that individual components of the Information independently fall within the waivers (a) to (c).

2.3 In protecting each other's Information each party will limit the availability of such Information within its respective organisation to those of its employees who have need to see and use such information for proper use and will take such other precautions and make such other arrangements as it takes and makes with regard to its own proprietary and confidential information. Each party will inform its respective employees as are concerned in the proper use of such Information of the confidential nature of the Information.

2.4 Except as may be necessary for proper use or as subsequently agreed between them in writing, neither Party will copy the other's Information (and each will prohibit its respective employees from taking any copies of such Information) and each Party will return immediately, at the other's reasonable request, all copies either furnished by the other Party (or made by the receiving Party) of any of the other's Information.

2.5 Neither Party will without the other's prior written consent, apply for any patent or design registration or other similar protection in any part of the world in respect of any of the other's Information or any invention or design contained therein or based thereon.

2.6 In the event that the Parties agree that, or one of them indicates that, they or it, as relevant, no longer wish or wishes to co-operate further with each other or the other in relation to the purpose envisaged in Paragraph 1 above, this Agreement shall terminate automatically, and on request by either Party all Information (other than oral information) received by the other Party hereto whether directly or indirectly from the requesting Party shall be returned to the requesting Party.

2.7 Notwithstanding the termination of this Agreement all the obligations contained herein relating to restriction on use and disclosure shall continue in full force and effect for a period of five years after such termination.

3. The construction, performance and validity of this Agreement shall be governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

4. In the event the receiving Party is a Company, the individuals whose names appear below agree to be bound by the terms of this Agreement individually and on behalf of the receiving Party which the individual represents, as if the name of such individual appeared in each place where the term the receiving Party (which the individual represents) is used herein.

SIGNED

.....
duly authorised for and on behalf of
Barair Systems Ltd

NAME:
TITLE:
DATE:

SIGNED

.....
duly authorised for and on behalf of

NAME:
TITLE:
DATE:

Please sign and return