

CONFIDENTIALITY AGREEMENT

The Confidentiality Agreement (the "Agreement") is entered into and is effective as of <date> ("the Effective Date") by and between <the client> and Intellico Limited of Centaur House, Ancells Business Park, Ancells Road, Fleet, Hampshire GU51 2UJ (the "Recipient").

1. Definition of Confidentiality

The Recipient agrees that information disclosed by <the client> to the Recipient regarding <the client's> brand research and other information, including but not limited to information learned by the Recipient from <the client's> employees, agents or through inspection of <the client's> property, that relates to <the client's> products, designs, business plans, business opportunities, finances, marketing plans, personnel, research, development or know-how or third party confidential information disclosed to the Recipient by <the client>, the terms and conditions of this Confidentiality Agreement, and the existence of discussions between the Recipient and <the client> will be considered confidential ("Confidential Information").

Confidential Information shall not include information that:

- i) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient;
- ii) the Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by <the client>;
- iii) is independently developed by the Recipient without the use of any Confidential Information; or
- iv) the Recipient rightfully obtains from a third party who has the right to transfer or disclose it;

2. Non-disclosure and Non-use of Confidential Information

The Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know, and the Recipient agrees to take reasonable precautions, to prevent the unauthorised use, disclosure, publication or dissemination of Confidential Information. The Recipient agrees to accept Confidential Information for the sole purpose of evaluation in connection with the Recipient's business discussions with <the client>. The Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorised representative of <the client> in each instance.

3. Ownership of Confidential Information

All Confidential Information, and any derivatives thereof whether created by <the client> or the recipient, remains the property of <the client> and no licence or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean:

- i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
- ii) for patentable or patented material, any improvement thereon; and

- iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

4. Warranty

All Confidential Information remains the property of <the client> and no licence or other rights in the Confidential Information is granted hereby. Otherwise, all information is provided "AS IS" and without any warranty, express implied or otherwise, regarding its accuracy or completeness.

5. Return of Documents

The Recipient will return all documents, records and copies thereof containing Confidential Information to <the client> within 10 working days of receipt of <the client's> written request for the same. For the purposes of this section, the term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

6. Equitable Relief

The Recipient hereby acknowledges that the unauthorised disclose or use of Confidential Information could cause irreparable harm and significant injury to <the client> that may be difficult to ascertain. Accordingly, the Recipient agrees that <the client> will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

7. No Export Regulations

Recipient certifies that no Confidential Information, or any portion thereof, will be exported to any country in violation of any relevant export regulations.

8. Entire Agreement and Governing Law

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by written agreement signed by authorised representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of England, excluding that body of law concerning conflicts of law and the parties hereby submit to the jurisdiction of the High Court of Justice in England.

Executed as a Deed the day and year first before written.

Signed and delivered by the Recipient

In the presence of:

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____