

MUTUAL NON-DISCLOSURE AGREEMENT

PROJECT TITLE / DESCRIPTION: _____

THIS AGREEMENT is made the day of _____ (the "**Effective Date**").
BETWEEN:

(1) **Additive4 Ltd** whose principal address is Fleming Court, Leigh Road, Eastleigh, Hampshire, SO50 9PD (the "**Company**")

AND

(2) _____, _____ whose principal address is at (the "**Client**")

WHEREAS:

(A) The parties wish to carry on confidential discussions and negotiations in relation to the proposed ("the **Project**").

(B) During such discussions and negotiations it may be necessary for either or both of the parties (the "**Disclosing Party**") to disclose Confidential Information (as defined below) to the other party (the "**Recipient**").

(C) The parties wish to protect their respective Confidential Information from unauthorized disclosure or use and to define their mutual rights and obligations in respect of the Confidential Information.

THE PARTIES AGREE AS FOLLOWS:

1. As used herein, "**Confidential Information**" shall mean any and all technical and nontechnical information of a confidential or proprietary nature provided by either party to the other, including but not limited to patent and patent applications, proprietary information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, data, databases, know-how, processes, apparatuses, equipment, algorithms, copyrights, software programs, software source documents, formulae, trade and business names, trade marks, service marks and designs related to the current, future, and proposed products and services of each of the parties, and including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, sales, merchandising, marketing plans and information relating to third parties.
2. Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other (except as approved in writing by the relevant Disclosing Party) and will use the Confidential Information for no purpose other than in relation to the business discussions between the parties relating to the Project and any necessary evaluation thereof.
3. Each party shall only permit access to Confidential Information of the other party to those authorized representatives (who had been disclosed to and approved by the Disclosing Party in writing prior to such access or senior employees) (in the case of each such authorised representative or employee disclosure shall only be made by the Recipient to those having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein) and the Recipient shall procure that all such persons comply with this Agreement as if they were parties hereto. The Recipient shall indemnify the Disclosing Party for any breach of this Agreement, act or omission

- by any person to whom it discloses or permits access to the Confidential Information.
4. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of any Confidential Information of the other party.
 5. Each party's obligations under this Agreement with respect to any of the other party's Confidential Information shall cease to apply to Confidential Information when the Recipient can prove by documentary evidence produced to the Disclosing Party that the Confidential Information disclosed: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party and the Recipient produced documentary evidence that such Confidential Information was already in its possession and at its free disposal within 14 days of disclosure; (d) was rightfully communicated to the Recipient subsequent to the time it was communicated to the Recipient by the Disclosing Party by a third party free of any obligation of confidence who has not obtained the same directly or indirectly from the Disclosing Party; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party; (f) has required to be disclosed pursuant to a valid order by a court or was otherwise required by law (provided always in such case notice of disclosure shall be given to the Disclosing Party).
 6. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
 7. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any proprietary or other intellectual property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.
 8. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party. Neither this Agreement nor the provision of Confidential Information by the Disclosing Party shall imply to be construed as granting the Recipient any right or license in relation to the Confidential Information other than for the purposes of this agreement nor any commitment by the Disclosing Party to enter into any other arrangement with the Recipient.
 9. To secure the confidentiality attaching to the Confidential Information, the Recipient shall:
 - 9.1. keep separate all Confidential Information and all information generated by the Recipient based on the Confidential Information from all documents and other records of the Recipient;
 - 9.2. keep all documents, prototypes and any other material bearing or incorporating any of the Confidential Information at the usual place of business of the Recipient in the United Kingdom;
 - 9.3. not use, reproduce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside its usual place of business;
 - 9.4. not disclose the Confidential Information to any third party;
 - 9.5. wherever reasonably practicable obtain a written statement from each of its employees having access to the Proprietary Information undertaking to maintain it confidential, and shall take such steps as may be reasonably desirable to enforce such obligations;
 - 9.6. not endeavour to reverse engineer or otherwise tamper with any software forming part of the Confidential Information;

- 9.7. make copies of the Confidential Information only to the extent permitted in writing by the Disclosing Party;
- 9.8. immediately on request of the Disclosing Party made at any time deliver up to the Disclosing Party all documents, prototypes and other material and all copies in the possession, custody or control of the Recipient (or any party to whom the Recipient has disclosed the same) that bear or incorporate any part of the Confidential Information and irrecoverably delete any Confidential Information stored in electronic form and if requested to do so by the Disclosing Party confirm in writing (such confirmation to be signed by the director of the Recipient) that the provisions of this clause have been complied with.
- 10. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 11. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
- 12. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 13. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
- 14. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- 15. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.
- 16. This Agreement may not be amended except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

ADDITIVE4 DIRECTOR

Name: _____

Signature: _____

Employee Name: _____

Employee Signature: _____