

Company": **Mutech Limited of Unit 9, Irlam Wharf Road, Irlam M44 5PN**

"Client": **!!Client**

"Purpose": Design of electronic circuits, products and systems for the Client.

Effective Date: !! dd mmmmmm 2013

1. !! ("Client") and **Mutech Limited** ("Company") each have certain information that is considered by the respective party to be confidential and proprietary. The parties desire to share such information solely for the purpose stated above.
2. In consideration of the opportunity to receive such confidential information of the other, each party agrees not to use such information except in support of the Purpose, and not to disclose the information to any third party without the prior written consent of the disclosing party except where it is necessary for the proper execution of the Purpose. Each party agrees to protect such information disclosed to it by the other party with at least the same degree of care as it normally exercises to protect its own confidential information of like character and importance.
3. The CONFIDENTIAL INFORMATION shall include but not be limited to: specifications, designs, plans, drawings, software, market research or operating data, market forecasts, technical, pricing, equipment, capacity, and traffic information and any trade secrets, proprietary information, intellectual property or compilation disclosed in documents or other tangible materials clearly marked 'confidential', or the like; or disclosed orally or in any other intangible form (collectively "CONFIDENTIAL INFORMATION"). When such information is provided orally, by observation or in intangible form, within thirty (30) days of the disclosure, the oral/observed information must be noted as CONFIDENTIAL by a document which describes, summarises or re-discloses the CONFIDENTIAL INFORMATION. The document shall be produced by the party disclosing the oral information, making available intangible information or giving access to observed information The Parties recognise and agree that CONFIDENTIAL INFORMATION includes information that was supplied with respect to the Project prior to execution of this Agreement.
4. The obligations imposed by this Agreement shall not apply to any information that:
 - a. is lawfully known by the receiving party at the time of disclosure;
 - b. is or becomes, through no fault of the receiving party, available to the general public;
 - c. is independently developed by the receiving party without use of such confidential information of the other party;
 - d. is lawfully received by the receiving party from a third party who does not have an obligation of confidentiality to the disclosing party;
 - e. is disclosed by the receiving party free of restriction with the written approval of the disclosing party; or
 - f. is disclosed by the disclosing party to a third party free of restriction;

and shall not extend for more than five years from the date of disclosure. In the case of events (b), (c), (d), (e) and (f) above, the removal of the restriction shall be effective only from and after the occurrence of the applicable event.

5. All materials belonging to and provided by either party under this Agreement shall remain the property of the party so providing them and shall be returned upon request, together with all copies except for consolidated encrypted back-ups where it is impractical to do so.
6. Neither the execution and delivery of this Agreement nor the disclosure of any confidential information hereunder shall be construed as granting by implication, estoppel or otherwise, any right in or licence

under any present or future invention, trade secret, trademark, copyright, patent now or hereafter owned or controlled by either party.

7. Neither party is obligated hereunder to furnish confidential information to the other party.
8. The opportunity to receive information under this Agreement may be terminated at any time upon written notice by one party to the other party. Such termination shall not affect any obligation imposed by this Agreement with respect to information received prior to such termination.
9. This Agreement shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.
10. This Agreement contains the entire understanding relative to the protection of the confidential information covered by this Agreement and supersedes all prior and collateral communications, reports and understandings, if any, between the parties regarding such information.

AGREED:

on behalf of !!Client

Signed:

Name:

Title:

Date: !!

AGREED:

on behalf of Mutech Limited

Signed:

Name: Colin Cameron

Title: Managing Director

Date: !!