

Mutual Non-Disclosure Agreement

Between:

_____ at: _____

And

Brightworks Limited (Company No. 5006617) at:
Stanley House, Cheddar Business Park, Cheddar, Somerset BS27 3EB

1. On the understanding that both parties are interested in entering into discussions with a view to collaborating to develop _____, it is agreed that all information, whether oral, written or otherwise, that is exchanged in the course or as a result of these discussions and any subsequent collaboration shall be treated as confidential by the receiving party.
2. The receiving party undertakes not to use the information for any purpose, other than for the purpose of considering the said collaboration, without first obtaining the written agreement of the disclosing party.
3. This Agreement applies to both technical and commercial information communicated by either party.
4. This Agreement does not apply to any information in the public domain or which the receiving party can show was either already lawfully in their possession prior to its disclosure by the other party or acquired without involvement, either directly or indirectly, of the disclosing party.
5. Either party to this Agreement shall on request from the other return any documents or items connected with the disclosure and shall not retain any unauthorised copies or likenesses.
6. This Agreement, or the supply of information referred to in paragraph 1, does not create any licence, title or interest in respect of any Intellectual Property Rights of the disclosing party.
7. After 5 years from the date hereof each party shall be relieved of all obligations under this Agreement.
8. This Agreement shall be governed by the laws of England the parties hereby agree to submit to the jurisdiction of the English courts.

Signed: _____ (name: _____)

For (if applicable):

Date:

Signed: _____ (*Graeme Paterson - Director*)

For: Brightworks Limited

Date: