

## Non-Disclosure Agreement

This Agreement is made this ..... day of ....., ..... between:

MicroAPL Ltd, The Roller Mill, Mill Lane, Uckfield, E. Sussex, TN22 5AA, UK (hereinafter referred to as "MicroAPL"), and

.....  
.....  
.....

(hereinafter referred to as the "Company"),

Whereas, MicroAPL and the Company contemplate a business relationship which will require the disclosure by the Company to MicroAPL of Confidential Information as defined in clause 1 below.

In consideration of the mutual covenants and promises contained herein, MicroAPL and the Company agree as follows:

1. In this Agreement, the term "Confidential Information" shall mean any confidential, proprietary and trade secret information of the Company, including information and data of an intellectual, industrial, commercial, technical or scientific nature and software or firmware either belonging to the Company or which the Company has a duty to protect, provided that such information is clearly marked as "confidential" "proprietary" or "secret".
2. In respect of Confidential Information disclosed to MicroAPL by the Company, MicroAPL agrees that:
  - (a) it will not directly or indirectly disclose Confidential Information to any third party; and
  - (b) it will not use Confidential Information for any purposes other than those requested by the Company or which are necessary to fulfil a contract entered into with the Company; and
  - (c) it shall restrict disclosure of Confidential Information to such of its employees who need access to such information; and
  - (d) it shall protect Confidential Information with at least the same degree of care as it protects its own confidential and proprietary information, and in any event with not less than a reasonable degree of care.
3. This Agreement imposes no obligation on MicroAPL in respect of Confidential Information which:
  - (a) is in the public domain without breach of this Agreement; or
  - (b) is approved for release in writing by the Company; or
  - (c) is disclosed to MicroAPL by a third party without obligation of confidentiality; or
  - (d) is generally disclosed by the Company to third parties without obligation of confidentiality; or
  - (e) is known to MicroAPL prior to the date of this Agreement; or
  - (f) is developed by MicroAPL independently.
4. MicroAPL shall not be liable for any disclosure of Confidential Information which results from the unauthorised interception by a third party of any physical or electronic message or file transfer.
5. MicroAPL agrees that all Confidential Information disclosed to it by the Company shall remain the property of the Company. After completion of the tasks in contemplation of which the Confidential

Information was disclosed, MicroAPL will on receipt of a written request from the Company destroy all copies of the Confidential Information in its possession and certify in writing that it has done so.

6. Where the Confidential Information includes the source code of software, the Company warrants that it either owns the intellectual property rights in the software or is properly licensed by the owner of such rights to disclose the source code to MicroAPL for the purposes contemplated by the parties to this Agreement. Where MicroAPL carries out a conversion of such software to a different form, representation or computer language, either using an automated tool or through human effort or by a combination of both, all intellectual property rights in the converted software shall remain with the owner or owners of the intellectual property rights in the original software.

7. The Company agrees to hold MicroAPL harmless against any claim from any third party arising from the disclosure of Confidential Information or from any tasks carried out by MicroAPL using Confidential Information disclosed under this Agreement,

8. This Agreement shall terminate after a period of fifteen (15) years from the date of the Agreement.

9. This Agreement constitutes the whole and entire agreement between the parties as to the disclosure or protection of Confidential Information.

10. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties to this Agreement, and all other provisions of this Agreement shall be regarded as fully valid and enforceable.

11. This Agreement shall be governed by the Laws of England and the parties to this Agreement submit to the exclusive jurisdiction of the English courts.

12. The failure of either party to enforce any right under this Agreement shall not be deemed a waiver of any right relating to any subsequent breach of the Agreement.

Signed for and on behalf of MicroAPL Ltd

Signed:.....

Name:.....

Date:.....

Title:.....

Signed for and on behalf of the Company:

Signed:.....

Name:.....

Date:.....

Title:.....