

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the ??th day of Month Year

BETWEEN:

- (1) CLIENT (company number ??????????), whose registered office is at ?????????? (the "Disclosing Party"); and
- (2) Steve Tancock, of 4 Columbus Place, Great Sankey, Warrington, Cheshire. WA5 8DY (the "Recipient").

The Disclosing Party and the Recipient are in discussions relating to the provision of services to ??????????, in connection with which the Disclosing Party may make available confidential information to the Recipient, which the Recipient agrees to keep confidential on the terms of this Agreement.

IT IS hereby agreed as follows:-

1. In this Agreement, the following terms shall bear the following meanings:
 - 1.1 "Confidential Information" means all business, technical, financial, operational, administrative, marketing, economic and any other information supplied (in each case whether in writing, electronically or orally) by or on behalf of the Disclosing Party to the Recipient or its Permitted Persons (whether directly or indirectly) in connection with (a) the Project, (b) the Disclosing Party, its Group (including its / their ideas, concepts, techniques, processes, skills and know-how of the Disclosing Party and information relating to its / their customers and suppliers) or (c) any other Person, including, without limitation, the existence of the possible Project or the identities of the parties involved and the existence and contents of this Agreement, and including any notes, analyses, reports or memoranda prepared [for or on behalf of the Disclosing Party [in connection with the Project] by the Recipient or its Permitted Persons containing, reflecting or derived from the Confidential Information, provided always that Confidential Information shall not include:-
 - (a) information which was in the public domain at the time of disclosure; or
 - (b) information which, though originally Confidential Information, subsequently becomes publicly available (otherwise than as a result of a breach of this Agreement); or
 - (c) information that is lawfully acquired in good faith from a third party by the Recipient and not in breach of any confidentiality undertakings;

- (d) information that is identified in writing at the time of delivery as non-confidential by the Disclosing Party or its advisers or is disclosed with the Disclosing Party's prior written consent.
- 1.2 "Person" includes any person, firm, body corporate, or governmental or regulatory department or agency.
- 1.3 "Permitted Persons" means, in relation to the Recipient, in addition to Steve Tancock, his professional advisers approved in advance by the Disclosing Party (in its absolute discretion), and any directors, partners and employees of such advisers, involved in connection with the Project.
- 1.4 "Permitted Uses" means analysis, discussions and negotiations for the purposes set out in the above Recital to this Agreement.
2. In consideration of the Disclosing Party agreeing to make available certain Confidential Information to the Recipient, the Recipient hereby agrees to hold the Confidential Information in strict confidence and not to disclose the same to any other person, other than to its Permitted Persons on a "need to know" basis and in so far only as is necessary to carry out the Permitted Uses. The Recipient shall only use the Confidential Information for the sole purpose of the Permitted Uses, and not for any other purpose whatsoever.
3. The Recipient agrees that neither it nor its Permitted Persons shall make any copies of the Confidential Information or reproduce it in any form except to the extent necessary for the purpose of supplying its Permitted Persons in accordance with this Agreement. The Recipient shall inform the Disclosing Party immediately if it becomes aware that Confidential Information has been disclosed to an unauthorised third party and shall take all reasonable steps to assist the Disclosing Party in preventing or taking other legal action in respect of such disclosure.
4. The Recipient shall ensure that each of its Permitted Persons in receipt of Confidential Information is made aware in advance of the Recipient's obligations under this Agreement in respect of the Confidential Information and agrees to keep the Project and such Confidential Information in strict confidence in accordance with the provisions of this Agreement. The Recipient shall procure that its Permitted Persons comply with the terms of this Agreement, and agree that it bears responsibility for breaches of this Agreement by such Permitted Persons.
5. The provisions of paragraphs 2 and 3 above shall not restrict the Recipient making or permitting any disclosure or announcement to the extent required by applicable law or the binding rules or regulations of any governmental or official supervisory or regulatory authority, provided always that (so far as it

lawfully can prior to such disclosure) the Recipient shall promptly notify the Disclosing Party of such requirement with a view to providing an opportunity for the Disclosing Party to contest such disclosure or otherwise to agree the challenge, limitation, timing and content of such disclosure and the Recipient shall, to the extent lawful, keep the Disclosing Party fully and promptly informed of all matters and developments relating to such requested disclosure and shall consult and co-operate with the Disclosing Party in bringing any proceedings to challenge such disclosure and shall gain assurances as to confidentiality from the person(s) to whom any Confidential Information is disclosed.

6. The Recipient acknowledges that all Confidential Information shall be owned solely by the Disclosing Party and that its disclosure shall not confer on any Person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.
7. The Recipient acknowledges that the unauthorised disclosure or use of Confidential Information could cause irreparable harm and/or significant loss to the Disclosing Party and, which may not be ascertainable or adequately remedied by damages. Accordingly, the Recipient agrees that, should it be in actual or anticipatory breach of this Agreement, then notwithstanding any other rights or remedies available to the Disclosing Party, the Recipient will not oppose any application by the Disclosing Party for an immediate injunction, interdict, specific performance or other equitable remedy in respect of any such unauthorised disclosure or use.
8. The Recipient will, forthwith upon ceasing to be interested in the Project or upon the written request of the Disclosing Party at any time, either return to the Disclosing Party or destroy (at the Disclosing Party's direction) all Confidential Information in hard copy or disc form in the possession of the Recipient or any of its Permitted Persons and shall erase or ensure the erasure of all Confidential Information in electronic form stored or held on any of its or its Permitted Persons' computers, electronic file storage systems or other electronic devices (other than copies of any computer records and/or files containing any Confidential Information which have been created pursuant to automatic archiving and back up procedures). The Recipient agrees that, if requested by the Disclosing Party, the Recipient will provide a certificate signed by a duly authorised senior officer of the Recipient to the effect that the Recipient has complied with its obligations under this paragraph.
9. No failure or delay by the Disclosing Party in exercising any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other further exercise of such rights. The Recipient's obligations and acknowledgements under this Agreement may only be waived by the Disclosing Party in writing.

10. The Recipient shall not assign, novate or otherwise transfer its rights or obligations under this Agreement in whole or in part to any third party but the Disclosing Party may freely assign or transfer all or any part of its rights under this Agreement.
11. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Disclosing Party and the Recipient.
12. Neither the making available of Confidential Information nor the terms of this Agreement will constitute an offer by the Disclosing Party to the Recipient, nor will such Confidential Information (save in the event of fraud) constitute any representation or warranty (express or implied) or form the basis of any contract.
13. Having regard to Confidential Information from time to time in its possession as to the businesses of the Disclosing Party, the Recipient undertakes not to use Confidential Information which is price-sensitive or market-sensitive or deal in any securities in such a way as to breach any laws or regulations relating to insider dealing or market abuse. The Recipient will maintain and upon request by the Disclosing Party promptly disclose appropriate insider lists in respect of any such information to which this clause applies.
14. The Recipient acknowledges that the Confidential Information may contain personal data, and undertakes to keep secure, prevent unauthorised disclosure and only use or deal with such personal data in accordance with the Data Protection Act 1998.
15. The Recipient undertakes to fully indemnify and keep fully indemnified the Disclosing Party against all actions, proceedings, claims, losses, expenses, demands, costs, awards and damages arising directly or indirectly as a result of any breach of the Recipient's obligations under this Agreement.
16. The Recipient acknowledges that the Confidential Information may relate to the Disclosing Party, other members of the Disclosing Party's Group, and/or certain other Persons and that this Agreement is made for the benefit of the Disclosing Party, other members of its Group and such other Persons to whom the Confidential Information relates and who also may enforce the same. Subject to the foregoing, this Agreement does not create any right [under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it. This Agreement may be amended, terminated or waived by the parties without the consent of any Person other than the parties to this Agreement.
17. Neither the termination of this Agreement nor the termination of the Project for any reason shall affect the obligations of the Recipient to maintain the confidentiality of the Confidential Information under this Agreement for as long as such information remains confidential.

18. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction over any such disputes or claims.

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

SIGNED by)
for and on behalf of)
)

SIGNED by)
for and on behalf of)
Steve Tancock)