NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ [date]

BETWEEN

(1) **DuneFront Limited**, a company registered in England and Wales with company number 08193680 and whose registered office is at 43 Palace Mansions, Earsby Street, London W14 8QW, UK ("DuneFront"); and

(2) _____ [company name], a company registered in _____ [country] with company number _____ [company number] and whose registered office is at _____ _____ _____ [address] ("Contracting Party")

(and DuneFront and the Contracting Party are collectively referred to in this Agreement as the "Parties" and each individually as a "Party")

BACKGROUND

a. The Parties intend to disclose_____ _____ _____ ("Purpose").

b. The Parties acknowledge and agree that all or part of the information each Party will disclose to the other Party in connection with the Purpose will be confidential and commercially sensitive.

c. The Parties have agreed to enter into this Agreement in order to protect and restrict the use and disclosure of such Proprietary Information (as defined below).

IT IS AGREED as follows:

1. For the purposes of this Agreement, the Parties agree that "Proprietary Information" means, in relation to a Party, any and all information relating to that Party's business including but not limited to information relating to a Party's products, technologies, manufacturing processes/techniques, business methods

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or plans, customers, suppliers, finances, ideas, strategies, concepts, methodologies, inventions, intellectual property rights, processes, formulae, algorithm's, software, programs, source code and other information for the time being in that Party's possession or owned by that Party, regardless of whether that information is marked as confidential/ proprietary to that Party or not.

2. The Parties acknowledge that each Party may disclose its Proprietary Information to the other Party either in writing, visually and/or orally and by way of samples, prototypes and/or models. The Parties agree that the obligations of confidentiality and non-use as set out in this Agreement shall apply to such Proprietary Information irrespective of the method of disclosure.

3. As a condition of each of the Parties providing the other Party with its Proprietary Information, each Party undertakes to the other Party that it will:-

   3.1 use the other Party's Proprietary Information disclosed to and/or acquired by it only in order to carry out the Purpose;

   3.2 not to use the other Parties Proprietary Information in order to develop or seek to develop or facilitate the development by any third party (including any member of its group) of any product or business activity which may compete with those of the disclosing Party;

   3.3 maintain as confidential all the other Party's Proprietary Information which may come into its possession in any manner and all other information generated from it;

   3.4 not disclose any of the other Party's Proprietary Information to any third party;

   3.5 not directly and/or indirectly use and/or disclose any of the other Party's Proprietary Information in whole or in part except in accordance with this Agreement; and

   3.6 only allow access to the other Party's Proprietary Information to those employees, consultants and/or professional advisors who need to see and use it for the performance of the Purpose on condition that, (i) in respect of those consultants and/or professional advisors who are not employees of the receiving Party, the receiving Party first binds those individuals/companies by obligations of confidentiality which are no less onerous than those imposed on the receiving Party under this Agreement and (ii) the receiving Party ensures that the disclosing Party has the right to directly enforce against the third party the obligations of confidentiality and non-use insofar as they relate to the disclosing Party's Proprietary Information.

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4. A Party's Proprietary Information shall not include any information which:

   4.1 the receiving Party can prove was information already in its possession and at its free disposal;

   4.2 the receiving Party can prove was independently developed by it without reference to the disclosing Party's Proprietary Information;

   4.3 is after the date of this Agreement disclosed to the receiving Party without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so; or

   4.4 is or subsequently enters the public domain through no act or default on the part of the receiving Party.

   Proprietary Information of a technical nature will not be deemed to be in the public domain unless both the principles and also each of the key elements of the technology concerned are in the public domain.

5. The receiving Party shall not be in breach of this Agreement by its disclosure of the disclosing Party's Proprietary Information if such disclosure is required by law and/or the rules of any recognised stock exchange or other regulatory authority which the receiving Party is subject to on condition that the receiving Party:

   5.1 gives the disclosing Party the earliest possible notice of such a requirement to disclose ; and

   5.2 takes full advantage of any available exemptions from the requirement to disclose; and

   5.3 if, notwithstanding the provisions of Clause 5.2, the receiving Party is obliged to disclose it only discloses such Proprietary Information as is strictly required in order to comply with its legal obligations.

6. The receiving Party undertakes to use at least the same degree of care to protect the use and/or disclosure of the disclosing Party's Proprietary Information as it uses to protect its own Proprietary Information (subject to the fact that the receiving Party must have used at least a reasonable level of care to prevent unauthorised use and/or disclosure).

7. The obligations of confidentiality and non-use shall expire in relation to any particular item of the other Party's Proprietary Information 5 years after the receiving Party's receipt of that particular item of Proprietary Information.

8. If the receiving Party becomes aware of any unauthorised use and/or disclosure of the disclosing Party's Proprietary Information, the receiving Party must immediately both inform the disclosing Party of all the circumstances

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surrounding the unauthorised use and/or disclosure and take all reasonable steps to prevent any further unauthorised use and/or disclosure.

9. This Agreement shall terminate 1 year after the date of this Agreement. However, irrespective of the termination of this Agreement, the obligations of confidentiality contained in this Agreement shall continue to bind the Parties.

10. Each Party agrees, at the other Party's request made at any time (and in any event on the termination of this Agreement) to deliver up to the other Party all documents, material and/or other media which may be in its possession, power or control which comprises or contains any part of the other Party's Proprietary Information and permanently delete such information from its computer systems. Where it is impossible for the receiving Party to remove all traces of the other Party's Proprietary Information from its business and/or its computer systems then any residual Proprietary Information will continue to be subject to the confidentiality obligations set out in this Agreement but the receiving Party shall have no further right to use such Proprietary Information.

11. Each Party shall be liable under this Agreement for the acts or omissions of its own employees, consultants and professional advisors (whether or not they remain as its employees consultants and/or professional advisors) as if they were its own acts or omissions under this Agreement.

12. All third party rights are excluded and no third party shall have any right to enforce this Agreement. Any right of a third party to enforce this Agreement may be varied and/or extinguished by the Parties to this Agreement without the consent of any such third party.

13. No Party may assign its rights and/or obligations under this Agreement to any third party (whether in whole or in part) without the prior written consent of the other Party, such consent not to be unreasonably withheld and/or delayed.

14. Nothing in this Agreement shall place any obligation on a Party to disclose its Proprietary Information to the other Party. Disclosure is entirely at each Party's discretion.

15. Each Party acknowledges and agrees that a receiving Party does not acquire by implication or otherwise any right, title and/or interest in the disclosing Party's Proprietary Information except as expressly set out in this Agreement.

16. Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgment of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated.

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17. The Parties agree that the governing law of this Agreement shall be the law of England and Wales.

IN WITNESS OF THE ABOVE the Parties enter into this Agreement on the date written above.

.....

Signed by

Name:

Position:

for and on behalf of

DUNEFRONT LIMITED

.....

Signed by

Name:

Position:

for and on behalf of

_____ [company name]

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