

NON-DISCLOSURE AGREEMENT

Between:

and

Newbury Electronics Ltd, Faraday Road, Newbury, Berkshire, UK, RG14 2AD

1. On the understanding that both parties are interested in meeting to consider possible collaboration in developments arising from disclosure of Newbury Electronics Ltd. intellectual property, technical, commercial and financial information (the information), it is agreed that all information, whether oral, written or otherwise, that is supplied in the course or as a result of so meeting 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 obtaining the written agreement of the disclosing party.
3. This Agreement applies to technical, financial 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 the 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 unauthorized 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.

Signed:

For and on behalf of Newbury Electronics Ltd

Date

For and on behalf of

Signed.....

Date.....