

Non-Disclosure Agreement

The parties detailed at the foot of this document agree to participate in this joint Non-Disclosure Agreement for the purpose of sharing information and to enable them to exchange sensitive commercial and technical Confidential Information on the above subject.

Accordingly, as a precondition of such exchange of information and discussions it is hereby agreed between the parties to this Agreement as follows: -

1. "Confidential Information" shall be any and all business plans, accounts, competitive analyses, drawings, designs, specifications, models, samples, devices, manuals, reports, plans, diagrams, prototypes, computer programs, documentations and other things in which copyright subsists together with any and all projections, information results, data, calculations, know-how and other things which are received by either party from the other during or as a consequence of any exchange of information or discussions, (verbally or visually transmitted information to be confirmed in writing within thirty days of its disclosure) provided always that such information is identified as confidential but shall not include anything which:-
 - a. was already properly and provably in the possession of the recipient party, or
 - b. was already in the public knowledge at the time it was received from the other party hereto, or
 - c. subsequently becomes public knowledge through no default on the part of the recipient party, or
 - d. is received from a third party having good legal title thereto and not under any obligation of confidentiality, or
 - e. is independently acquired by the recipient party as a result of work carried out by or for the recipient party by personnel to whom no disclosure of the relevant Confidential Information has been made.
2. Each party hereto shall keep confidential all Confidential Information it receives from Floorskills Limited. In particular, it will not disseminate any such Confidential Information amongst its employees except to the extent strictly necessary to perform any evaluation agreed by the other party during or as a consequence of the discussions and it will use its reasonable endeavors to ensure that none of its employee's copies, discloses or uses Confidential Information except as hereby permitted. In this connection (but without limitation) each party will use at least the same degree of care in safeguarding Confidential Information of the other party or the Potential Investees as it uses in safeguarding its own information of a similar nature.
3. Each party shall use Confidential Information received from the other party solely for the purpose of evaluations agreed during or as a consequence of the discussions and shall return all of the other party's Confidential Information in material form on request by that other party.

4. The restrictions and obligations imposed hereby shall supersede all other similar agreements between the parties and shall continue in force for three years after the effective date of this Agreement.
5. Nothing in this agreement shall be deemed to create a partnership or agency between the parties, or to grant or convey any license (express or implied) under, or right to, any intellectual property comprised in Confidential Information disclosed hereunder.
6. It is understood that the obligations contained herein shall be binding on the successors, employees and representatives of both parties.
7. This Agreement shall be governed by the laws of England.

This agreement is effective from the date of the last signatory hereunder.

For and on behalf of:	
Name:	
Signature:	
Date:	