

---

## MUTUAL NON-DISCLOSURE AGREEMENT

### The Parties

KTSL Limited of 23 Leaffield Way, Corsham, SN13 9RS  
and

---

**THIS AGREEMENT** is made on \_\_\_\_\_ by and between \_\_\_\_\_ a company registered in \_\_\_\_\_ with Company Number \_\_\_\_\_ (“Third Party”) and KTSL Limited, a company registered in England & Wales with company number 3926836 (the “Company”).

- 1. Purpose.** The Company and Third Party wish to explore a business opportunity relating to KTSL technologies & solutions (“Purpose”), for the purpose of which each may disclose its Confidential Information to the other.
- 2. Definition.** A reference to “Confidential Information” means any information, technical data, trade secrets, know-how and other confidential or commercially sensitive information, in whatever form and however disclosed or provided to, or otherwise acquired by, the receiving party, relating to the disclosing party and/or its business, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, and which in each case is designated in writing by the disclosing party to be “confidential” or “proprietary”, or if given orally, is confirmed promptly in writing as having been disclosed as “confidential” or “proprietary”, or which would otherwise be considered to be of a confidential nature in the normal course of business. Confidential Information does not include information, technical information, trade secrets or know-how which: (i) was in the public domain at the time it was disclosed or later falls within the public domain through no fault of the receiving party; or (ii) was known to the party receiving it at the time of disclosure, which knowledge the receiving party shall have the burden of establishing by clear and convincing evidence; or (iii) was disclosed after written approval of the disclosing party; or (iv) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party provided that such source was not reasonably known by the receiving party to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing party or any other party with respect to such information; or (v) is disclosed to third parties by the disclosing party without a duty of confidentiality; or (vi) was independently developed by the receiving party without the benefit of data received from the disclosing party, which independent development the receiving party shall have the burden of establishing by clear and convincing evidence.
- 3. Non-Use and Non-Disclosure of Confidential Information.** Each of the Company and Third Party agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, the Purpose. Neither party will disclose any Confidential Information of the other party to third parties except to those of its directors, officers, employees, consultants and agents who are required to have the information in order to carry out the Purpose. Each party has had or will have those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party sign a Non-Disclosure Agreement in content substantially similar to and at least as protective as this Agreement. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own confidential information of a similar nature and in no event less than a reasonable degree of care. Each and any document containing Confidential Information of the disclosing party which is circulated to directors, officers, employees, consultants or agents of the receiving party shall bear a notice or legend to the effect that the information contained therein is confidential to the disclosing party and shall not be disclosed to any third party. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party that may come to its attention. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party’s Confidential Information and which are provided to such party by the other party hereunder. Each party further agrees that it will not remove any copyright notice, trademark notice and/or other proprietary legend or

indication of confidentiality set forth on or contained in any Confidential Information disclosed to it by the other party hereunder, and will not copy or reproduce any of the other party's Confidential Information except as necessary to carry out the Purpose.

- 4. Mandatory Disclosure.** In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall, if lawfully able, give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such notice is not legally permissible or such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.
- 5. Return of Materials.** Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the Purpose has been rejected or concluded, or otherwise promptly upon request from the disclosing party at any time.
- 6. No License Granted.** Nothing in this Agreement is intended to grant any rights or licenses, whether expressly or by implication, estoppel or otherwise, to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the Purpose.
- 7. Term.** The commitments and obligations of each party set forth in this Agreement shall survive any termination of this Agreement or discussions between the parties, and shall continue for a period of five (5) years following the date of this Agreement.
- 8. Miscellaneous.** This Agreement shall be binding upon and ensure for the benefit of the undersigned parties, their successors and assigns, provided that, Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement represents the entire agreement and understanding of the parties and supersedes all prior communications, representations, warranties, agreements and understandings relating to the subject matter hereof. Any modifications or amendments shall be invalid, unless agreed by both parties in a duly signed writing.
- 9. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of England & Wales, and the courts of England & Wales shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
- 10. Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The prevailing party in any legal proceeding brought by one party against the other party arising out of or in connection with this Agreement shall be entitled to recover its legal expenses, including reasonable legal fees.
- 11. No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, including the Purpose, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. Particularly, for the avoidance of any doubt, (i) neither party shall be obligated to disclose any Confidential Information to the other party, and (ii) each party reserves title, ownership, and all rights and interests, including all copyrights, trade secret rights, patents, and other intellectual property rights in its Confidential Information.
- 12. No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION PROVIDED TO THE OTHER PARTY, AND EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES

AND REPRESENTATIONS INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**13. Notices.** Any notice or other communication required to be in writing shall be delivered personally, or sent by pre-paid first class post or recorded delivery or commercial courier to the other Party at its address as set out below:

For Company: Unit 23, Leafield Industrial Estate, Corsham SN13 9RS  
For the attention of: Administration Department

For the Third Party: .....

For the attention of: .....

Notice shall be deemed to be received:

- a) if delivered personally, when left at the address and contact set out above for the other Party
- b) if sent by pre-paid first class post or recorded delivery at 0900 hours on the second working day after posting; or
- c) if delivered by commercial courier, at the time and date that the courier's receipt is signed on behalf of the receiving Party.

**14. Severability.** If any provision of this Agreement shall be held by an arbitrator or a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be interpreted as necessary to carry out the intent of the parties and the other provisions herein shall remain in full force and effect.

**15. Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

**16. Non-Solicitation.**

16.1 Neither Party shall, for a period of 24 months from the date of this Agreement, directly or indirectly solicit or entice away, or attempt to solicit or entice away, except with the prior written consent of the other Party:

- a) any employee of the other Party who is employed or engaged in the Purpose

16.2 A Party shall not be in breach of clause 16.1 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff or the customers of the other Party.

16.3 If either party commits any breach of clause 16.1 a), the breaching party shall, without prejudice to any other rights or remedies of the other Party, on demand, pay to the other Party a sum equal to one year's basic salary or the annual fee that was payable by the other Party to that employee, worker or independent contractor plus the recruitment costs incurred by the other Party in replacing such person.

The foregoing is understood and agreed to by the duly authorised representatives of the parties.

KTSL Limited	Third Party Company
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date: