



Electronic Systems and Packaging Technologies Ltd.

The Stables, Dean Farm Estate, Fareham, Hampshire. PO17 5BN

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Dated this day of

In respect of the conduct of any dealings between **Electronic Systems & Packaging Technologies Ltd** (hereafter referred to as **ESP Tech**)
and _____,
referred to as the **Parties**.

The Parties hereby agree that: -

- 1a. That this Agreement will bind all companies which are subsidiaries or associated with the Parties and any company or concern over which they have control.
 - 1b. They will co-operate in a manner which will facilitate the expansion of their respective businesses by the exchange of certain confidential information of a technical, marketing and commercial nature.
 - 1c. They will also co-operate in terms of the possible development of new products, tooling and/or services which from time to time may be identified by either Party.
 - 1d. They may also jointly approach certain markets and/or customers in order to demonstrate a complete capability for systems and assemblies. The Parties have agreed that they will negotiate in good faith an agreement to pursue such markets.
 - 2a. They may exchange with each other certain of their respective confidential, proprietary and trade secrets. However, it is agreed for the purposes of this Agreement the following information will not be regarded as confidential: -
 - can be shown to be already known to the other Party;
 - is already in the public domain;
 - will come into the public domain otherwise than by breach of this Agreement;
 - is independently developed by the Recipient;
 - is received from a third party by the third party disclosing it without any
- Registered Address: ESP Technologies Ltd, 30 Mollison Rise, Whiteley, Hampshire. PO15 7JX

restrictions as to confidentiality and without breach of this Agreement;

- is furnished by a third party through either Party under this Agreement disclosing it to them without any restriction as to confidentiality and without any breach of this Agreement;
- where the party disclosing that information has given his written authorisation to allow it to be made available to others;

Other than set out above, all other information disclosed or made available by one party to the other, whether furnished orally or in writing and whether marked with a proprietary legend or not, shall constitute confidential information, proprietary and trade secret information (collectively the "Information") of the Discloser (collectively known as the "Reports")

- 2b. The Recipient shall hold the Information furnished by the Discloser and the Reports in strict confidence and shall use such Information and the Reports solely in connection with the pursuance of the business relations between the Parties. The Recipient shall disclose such Information and the Reports only to its own employees and professional advisers who have a "need to know" in connection with such efforts, provided that prior to any such disclosure such professional advisers are advised in writing by the Recipient of the confidential, proprietary and trade secret nature of such material. The Recipient shall make no other use of disclosure of any nature of such Information or the Reports and will not at any time under any circumstances disclose it to any third party. The Recipient shall use the same degree of care to avoid disclosure of the Information as the Recipient would employ with respect to its own confidential information.
- 2c. All Information shall remain the sole and exclusive property of the Discloser and shall be returned or destroyed at the Discloser's request. Upon request, the Recipient shall send the Discloser a certificate that such destruction has taken place.
- 2d. No licence or right of any nature, whether under any patent, copyright, trade mark, trade secret or otherwise, is granted or conveyed to the Recipient. In addition, the Discloser makes no representation, warranty, assurance, guarantee or endorsement to the Recipient with regard to the Information or Reports whether with regard to their accuracy, completeness or otherwise, and the Discloser shall have no liability in connection therewith.

- 2e. The Parties agree that this Agreement may not be assigned by either Party.
- 2f. At the written request of the other party each party shall return to the other all Information and/or Reports including copies disclosed to it. Notwithstanding the return of the Information and/or Reports, each shall be bound by the terms of this Agreement for 5 (five) years from the date of this Agreement.
- 2g. In the event, the Recipient becomes legally compelled to disclose and of the Information or the Reports, the Recipient will provide the Discloser with prompt written notice thereof and will co-operate in a timely manner with the Discloser in contesting or otherwise dealing with such required disclosure.

The provisions of the Agreement shall be binding upon the Parties hereto and will remain in full force unless otherwise provided by the mutual agreement of both Parties.
 This Agreement shall be governed and construed in accordance with English law.

SIGNED on behalf of)
)
 ESP Technologies Ltd)
)
 Date)

SIGNED on behalf of)
)
 _____)
)
 Date)