

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

Inteb Managed Services Ltd of Egerton House, 2 Tower Road, Birkenhead, United Kingdom, CH41 1FN
(the "Service Provider")

- AND -

ABC Company/Person
(the "Client")

BACKGROUND:

- A. The Service Provider and the Client are contemplating a possible transaction (the "Transaction") with respect to: e.g. ???????? Services.
- B. In connection with the Transaction (the "Permitted Purpose"), the Client has requested certain confidential information (the "Confidential Information") regarding: e.g. ???????? Services.

IN CONSIDERATION OF and as a condition of the Service Provider providing the Confidential Information to the Client in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Service Provider to the Client under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Client.
2. 'Confidential Information' means all data and information relating to the transaction and the Service Provider, including but not limited to, the following:
 - a. 'Client Information' which includes names of Clients of the Service Provider, their representatives, all Client contact information, contracts and their contents and parties, Client services, data provided by Clients and the type, quantity and specifications of products and services purchased, leased, licensed or received by Clients of the Service Provider;
 - b. 'Intellectual Property' which includes information relating to the Service Provider's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - c. 'Marketing and Development Information' which includes marketing and development plans of the Service Provider, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Service Provider which have been or are being discussed;
 - d. 'Business Operations' which includes internal personnel and financial information of the Service Provider, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Service Provider's business;
 - e. 'Product Information' which includes all specifications for products of the Service Provider as well as work product resulting from or related to work or projects of the Service Provider, of any type or form in any stage of actual or anticipated research and development;
 - f. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the Service Provider, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

- g. 'Service Information' which includes all data and information relating to the services provided by the Service Provider, including but not limited to, plans, schedules, manpower, inspection, and training information;
 - h. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Service Provider; and
 - i. Confidential Information will also include any information that has been disclosed by a third party to the Service Provider and is protected by a non-disclosure agreement entered into between the third party and the Service Provider.
3. Confidential Information will not include the following information:
- a. Information that is generally known in the industry of the Service Provider;
 - b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Client;
 - c. Information that the Client rightfully had in its possession prior to receiving the Confidential Information from the Service Provider;
 - d. Information that is independently created by the Client without direct or indirect use of the Confidential Information; or
 - e. Information that the Client rightfully obtains from a third party who has the right to transfer or disclose it.

Confidential Obligations

- 4. Except as otherwise provided in this Agreement, the Client must keep the Confidential Information confidential.
- 5. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Service Provider and will only be used by the Client for the Permitted Purpose. The Client will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Service Provider or any of its affiliates or subsidiaries.

6. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Client in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
7. The Client may disclose any of the Confidential Information:
 - a. to such of its employees, agents, representatives and advisors that have a reasonable need to know for the Permitted Purpose provided that:
 - i. the Client has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Client;
 - iii. the Client agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Client agrees to be responsible for and indemnify the Service Provider for any breach of this Agreement by its personnel.
 - b. to a third party where the Service Provider has consented in writing to such disclosure; and
 - c. to the extent required by law or by the request or requirement of a court of law, a regulatory body, or an administrative tribunal.
8. The Client agrees to retain all Confidential Information at its usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

Non-Solicitation

9. The Client, its affiliates, subsidiaries and representatives will not, from the date of this Agreement directly or indirectly solicit for employment or employ any person who is now employed or retained by the Service Provider or any affiliate of the Service Provider without the prior written consent of the Service Provider.

Non-Competition

10. If the Transaction is not satisfactorily completed by the Parties, then:
- a. Other than with the express written consent of the Service Provider, which consent may not be unreasonably withheld, the Client will not, from the date of this Agreement be directly or indirectly involved with a business which is in direct competition with the business lines of the Service Provider that are the subject of this Agreement.
 - b. From the date of this Agreement until the Client will not divert or attempt to divert from the Service Provider any business the Service Provider had enjoyed, solicited, or attempted to solicit, from its Clients, at the time the parties entered into this Agreement.

Ownership and Title

11. Nothing contained in this Agreement will grant to or create in the Client, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Service Provider.

Remedies

12. The Client agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Service Provider. Accordingly, the Client agrees that the Service Provider is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Client, any of its personnel, and any agents of the Client, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

13. The Client will keep track of all Confidential Information provided to it and the location of such information. The Service Provider may at any time request the return of all Confidential Information from the Client. Upon the request of the Service Provider, or in the event that the Client ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Client will:
- a. return all Confidential Information to the Service Provider and will not retain any copies of this information;
 - b. destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Client's review of the confidential information; and

- c. provide a certificate to the Service Provider that such materials have been destroyed or returned, as the case may be.

Notices

- 14. In the event that the Client is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Client will give to the Service Provider prompt written notice of such request so the Service Provider may seek an appropriate remedy or alternatively to waive the Client's compliance with the provisions of this Agreement in regards to the request.
- 15. If the Client loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Client will immediately notify the Service Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
- 16. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
- 17. The address for any notice to be delivered to any of the parties to this Agreement is as follows:
 - a. Inteb Managed Services Ltd:
Thursby House, 1 Thursby Road
Bromborough, Wirral
CH62 3PW
 - b. ??????????

Representations

- 18. In providing the Confidential Information, the Service Provider makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade mark infringement that may result from the use of such information.

Termination

19. Either party may terminate this Agreement by providing 30 days written notice to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

20. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

21. This Agreement may only be amended or modified by a written instrument executed by both the Service Provider and the Client.

Governing Law

22. This Agreement will be construed in accordance with and governed by the laws of the England & Wales.

General Provisions

23. Time is of the essence in this Agreement.
24. This Agreement may be executed in counterparts.
25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
26. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
27. The Client is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Service Provider in enforcing this Agreement as a result of any default of this Agreement by the Client.

28. The Service Provider and the Client acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Service Provider and the Client that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Client to give the Service Provider the broadest possible protection to maintain the confidentiality of the Confidential Information.
29. No failure or delay by the Service Provider in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
30. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Service Provider and the Client.
31. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.