



Opsview Ltd.  
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## OPSVIEW MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement (the "Agreement") is entered into by and between: -

1. **Opsview Limited.**, a United Kingdom registered company, with its principal place of business at Enterprise Centre, Whiteknights Road, Reading, RG6 6BU, United Kingdom ("Opsview"), and
2. **<Other Party Name>**, with its principal place of business at **<Other Party Address>** ("Partner")

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For the purposes of: **<the reason for disclosure - proposed project or business relationship between the two parties >** the "Authorised Purpose".

Opsview and Partner hereby agree that, except as modified in writing, the following terms and conditions shall be applicable to all meetings and communications between employees and/or representatives of the parties relating to the Authorised Purpose as set out above.

This Agreement sets out the terms on which each party agrees to make available to the other party certain information disclosed, orally or in writing, by themselves or any person on their behalf concerning the business, affairs, research, future strategy, marketing strategy, investors, customers, financial information and other plans and strategies of their organization or any company in its group and any of their respective or prospective clients, customers and/or partners (the "Confidential Information") in support of the Authorised Purpose.

In consideration of either party or any person on their behalf furnishing to the other party Confidential Information, each undertakes to the other that they will treat the Confidential Information of the other as strictly confidential and use it solely for the Authorised Purpose and not for any other purpose.

Each undertakes that the Confidential Information of the other shall be made available only to those of their directors, officers, employees, agents or advisers who can be shown to need to know

such Confidential Information for the Authorised Purpose (the "Permitted Persons").

Each also undertakes to ensure that the Confidential Information of the other shall be kept confidential by the Permitted Persons. Each party agrees to be responsible to the other for any breach of the terms of this Agreement by any of the Permitted Persons. Each accordingly indemnifies the other against all actual losses, damage, costs, liabilities and expenses (including legal expenses) which any court of competent jurisdiction shall judge to have been caused by their failure to do so.

Each party undertakes to keep in safe custody the Confidential Information of the other and all other documentation and other papers and all disks, tapes and media recording of the Confidential Information or information relating to the Confidential Information.

Neither party shall, from the date of this Agreement until the expiry of six months from the end of discussions or correspondence relating to the Authorised Purpose, without the prior written agreement of the other party, either (i) employ or engage the services of any member of the executive team or senior management team of the other party; or (ii) actively solicit (provided that this shall not prevent the placing of general recruitment advertisements) the employment or services of any other employee of the other party.

Each party acknowledges that damages alone are likely to be a wholly inadequate measure of the loss or damage to the other party of any breach of the terms of this Agreement and accordingly agrees that in

such event the non-defaulting party shall be entitled without proof of special damages, to specific performance of the terms hereof (by injunction or otherwise) on such terms as any court of competent jurisdiction may deem just and proper.

No representation or warranty, express or implied, is given by a disclosing party to the non-disclosing party as to the accuracy or completeness of, or otherwise in relation to, the Confidential Information.

Each party further undertakes that, upon receipt by them of a written request by or on behalf of the other in respect of the Confidential Information supplied by or on behalf of the other party, they will immediately return to the other party all copies of such Confidential Information together with all other information relating to the Confidential Information and delete such Confidential Information from all the computer systems under their control or over which they have influence and to which they have directly or indirectly supplied and/or installed such Confidential Information and they shall not retain any copies or other reproductions in whole or in part of any such Confidential Information.

Each party acknowledges that the provision of Confidential Information by the other party shall not confer on them any rights whatsoever in the Confidential Information provided.

This Agreement shall remain in force with effect from the date written below for a period of three (3) years.

The obligations contained in this Agreement shall not apply to the extent that either party is obliged to disclose the Confidential Information by law, or the order of any court of competent jurisdiction or by any recognized investment exchange. Furthermore, the obligations contained in this Agreement shall cease to apply in respect of any information or matter which is in, or comes into, the public domain other than by breach of the undertakings contained in this letter or any similar agreement.

This Agreement and its terms shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and its terms and that accordingly any proceeding, suit or action arising out of or in connection with this letter and its terms may be brought in such courts.

Agreed and accepted by:

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**For and on behalf of Opsview Limited.**

Print name:

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Print position:

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Date

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**For and on behalf of <other party name>**

Print name:

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Print position:

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Date

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