

PRIVATE AND CONFIDENTIAL – NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the day of 20xx ("Commencement Date")

BETWEEN:

- 1) ("**THE FIRST PARTY**"), and
- 2) Drumlin Security Ltd, whose registered address is situated at 7-8 Great James St, London WC1N 3DF, UK, jointly and severally ("**Drumlin**")

Together THE FIRST PARTY and Drumlin shall be known as "the Parties"

Confidential agreement

This agreement confirms that representatives of THE FIRST PARTY and any company THE FIRST PARTY designates and Drumlin, have agreed to enter into discussions (the "**Discussions**") concerning or in connection with sensitive information and THE FIRST PARTY may enter into an agreement with Drumlin relating to specific assignments (the "Proposals") which will be subject to separate engagement letters.

1. INFORMATION

1.1 During the Discussions, the Parties shall provide each other with confidential information ("**Confidential Information**") about intellectual property they own.

1.2 THE FIRST PARTY will provide Confidential Information, as defined in Annex 1, to DRUMLIN for the specific purposes described therein.

1.3 Any information supplied or disclosed directly or indirectly by the Parties, whether orally, in writing, or otherwise in connection with the Proposals and/or this agreement shall be deemed to be the Confidential Information of the Parties. In addition, the terms of this agreement and any meetings, communications and contents of such meetings or communications between the Parties shall be Confidential Information and, in consideration of Drumlin agreeing to enter into this agreement, THE FIRST PARTY and Drumlin agree that they shall keep the terms of this agreement and any outcome resulting from trading activity undertaken between the Parties, and any other agreement between the Parties in strictest confidence.

2. CONFIDENTIALITY OBLIGATIONS

The Parties are willing to disclose its Confidential Information to each other provided it is agreed that the Parties shall, during and after the Discussions:

2.1 receive and keep the other Parties Confidential Information in strictest confidence;

2.2 exercise the same degree of care to protect any Confidential Information that a Party receives as they exercise in relation to their own confidential information;

2.3 only use (and not copy) Confidential Information for the Discussions and in particular, shall not use the Confidential Information to the detriment of the other Party or its customers or suppliers) and not attempt to use the Confidential Information without the express knowledge and consent of the other Party;

2.4 only disclose Confidential Information to any person, firm or company not being a party to this agreement (or an officer, employee and /or advisor to such party) with the prior consent of the other Party or where necessary for the Discussions and then only on equivalent terms as to confidentiality as are set out in this agreement;

2.5 at the written request at any time of the other Party, promptly return or if so requested destroy all Confidential Information disclosed and shall delete all copies from any computer, word processor or other data processing device, using such method of deletion as is commensurate with the confidential nature of the material.

The Parties shall be entitled to be given reasonable evidence of compliance with this sub-clause, including a certificate to that effect duly signed by the other Party; and

2.6 promptly notify the other Party if they become aware of any breach of confidence concerning the Confidential Information by their directors/partners, officers, employees, sub-contractors, agents, external or internal auditors or professional advisors.

2.7 The Parties agree, warrant and indemnify the other Party against any loss or penalty, however incurred as a consequence of the other Party breaching any terms of this agreement.

3. EXCEPTIONS

The provisions of this agreement will not prohibit either Party from copying or disclosing any Confidential Information that:

3.1 is or was at the time of receipt in the public domain other than by reason of any breach of the obligations hereunder;

3.2 is or was lawfully already in either Party's possession on a non-confidential basis before the date of its disclosure by either Party, and other than by reason of disclosure by either Party;

3.3 is or was lawfully acquired from a person not being party to this agreement which has or had (at the time of disclosure by that person) full rights to disclose it on a non-confidential basis;

3.4 has been or is independently developed by either Party and agree that either Party would need to prove this to the reasonable satisfaction of the other Party in order to rely on this exception; or

3.5 is required by law or is required by any regulatory body to be disclosed and/ or copied and retained by either Party.

4. REMEDIES

Without prejudice to any other rights or remedies which the other Party may have, both Parties acknowledge and agree that damages may not be an adequate remedy for any breach of any term of this agreement and the remedies of injunction, specific performance and any other equitable relief may be appropriate for any threatened or actual breach of any such provision and both Parties agree to bear any and all legal costs associated with any breach or threatened breach of this agreement by the other Party or anyone connected with the other Party in the event such breach is proven.

5. NO WARRANTY/AGREEMENT

5.1 Unless expressly stated in writing, neither Party does not make any representation or warranty as to the accuracy or completeness of any of the Confidential Information supplied during the course of the Discussions.

5.2 This agreement and any Confidential Information made available during the Discussions does not and will not constitute an offer (or acceptance) of any kind by either Party in relation to the Proposals or any commitment by either Party to proceed with the Proposals.

6. DATA PROTECTION

If, in the course of evaluating the Proposal or its feasibility, either Party process any Personal Data as defined in the Data Protection Act 1998 (as modified, amended or re-enacted) ("**DPA**") provided by either Party:

6.1 Both Parties agree to only process it for the purpose of evaluating the Proposals or their feasibility

6.2 Both Parties shall take such security measures as are required to enable them to process all the personal data in compliance with obligations equivalent to those imposed by the seventh data protection principle of the DPA 1998; and

6.3 Both Parties shall provide such co-operation as the other Party reasonably considers to be necessary to enable them to take reasonable steps to audit compliance with the obligations set out in this clause 6 from time to time. Such co-operation may include helping the other Party to carry out risk assessments of your data processing operations, in particular providing information about, and permitting the other Party to inspect, those operations, provided that the other Party agrees to carry out any such inspection with minimum disruption to your day-to-day business and on a confidential basis.

7. RIGHTS IN CONFIDENTIAL INFORMATION

All rights in Confidential Information and all copies thereof are reserved by the Party's. No licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other intellectual or industrial property right now or in the future held, made, obtained or licensable by either Party.

8. WAIVER

No failure or delay by either Party in exercising any right, power or privilege under this agreement shall constitute a waiver nor shall it in any way affect the validity or enforceability of the whole or part of this agreement.

9. VARIATION AND WHOLE AGREEMENT

No amendment to this agreement will be effective unless in writing and signed by or on behalf of each of the Parties. This agreement is the whole agreement between the Parties to this agreement and supersedes any arrangement between them relating to the subject matter covered by this agreement.

10. NON CIRCUMVENTION

The Parties agree and covenant with each other that they will not without the express prior written consent of the other Party, either by themselves or via any company, its employee, agent, subsidiary, parent or group company, or other representative, either directly or indirectly, and whether with the intention to avoid or bypass the other Party or otherwise attempt to circumvent this agreement and contact or contract directly with

ANNEX 1 DESCRIPTION OF CONFIDENTIAL INFORMATION TO BE SUPPLIED BY THE FIRST PARTY TO DRUMLIN

THE FIRST PARTY will provide DRUMLIN with documents in Microsoft Word or PDF format ("the source documents") which THE FIRST PARTY wishes to be published in a secure manner using services provided and managed by DRUMLIN.

This Agreement relates specifically to the non-disclosure of the source documents supplied by THE FIRST PARTY to Drumlin for the purposes of conversion from the source document to the format agreed for electronic publishing in accordance with Drumlin's standard service provision terms.

THE FIRST PARTY will not provide any other confidential information relating to this Agreement to DRUMLIN and in particular, will not provide any information relating to its customers, prospective customers, suppliers or other contractual and confidential information.