

Agreement.

WHEREAS, the Parties wish to assure the protection and preservation of the confidential and /or proprietary nature of information to be disclosed or made available to each other in connection with (i) evaluating a potential business assignment for the provision of goods and/or services, or (ii) evaluating other potential business undertakings between the Parties.

NOW, THEREFORE, in reliance upon and in consideration of the following undertakings, the Parties, for themselves, their subsidiaries and their affiliates, agree as follows:

1. All information disclosed to the other Party shall be deemed to be confidential and proprietary (hereinafter referred to as “Proprietary Information”) provided that written information is clearly marked in a conspicuous place as confidential or proprietary, and verbal information is confirmed in writing as confidential or proprietary, to the extent reasonably practical within twenty business days after initial disclosure.
2. Each Party agrees to use the Proprietary Information received from the other Party only for the purpose of this Agreement. No other rights, and particularly licenses, to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.
3. Proprietary Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
4. The receiving Party shall use the same care to avoid disclosure or unauthorized use of the Proprietary Information as it uses to protect its own proprietary information, but in no event less than reasonable care. It is agreed that all Proprietary Information shall be retained by the receiving Party in a secure place with access limited to only such of the receiving Party’s employees, agents, parent entity, subsidiaries, or affiliates with a need to know such information for purposes of this Agreement.
5. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing Party, shall be used by the receiving Party only for the purpose intended, and such Proprietary Information, including all copies thereof, shall be returned to the disclosing Party or destroyed after the receiving party’s need for it has expired or upon request of the disclosing party, and, in any event, upon termination of this Agreement.
6. It is understood that the term “Proprietary information” does not include information which:

- i) has been or may in the future be published or is now or may in the future be otherwise in the public domain through no fault of the parties;
 - ii) prior to disclosure hereunder is within the legitimate possession of the receiving Party, which fact can be proven by documentary evidence;
 - iii) subsequent to disclosure hereunder is lawfully received from a third party having rights therein without restriction of the third party's right to disseminate the information and without notice of any restriction against its further disclosure;
 - iv) is independently developed by the receiving Party through parties who have not had, either directly or indirectly, access to or knowledge of such Proprietary Information;
 - v) is disclosed with the written approval of the other Party;
 - vi) is transmitted to the receiving Party after the disclosing party has received written notice from the receiving Party that it does not desire to receive further Proprietary Information; or
 - vii) is obligated to be produced (after notice to the disclosing Party) under order of a court or administrative agency of competent jurisdiction.
7. Each Party agrees not to reveal this relationship with the other Party to any third parties except as contemplated by paragraph 4 of this Agreement
 8. Damages, being difficult to ascertain in the event of violation of this Agreement, the parties agree that, without limiting any other rights and remedies of each other, upon breach hereof, an injunction may be obtained by the party disclosing information to protect its rights hereunder. Each party shall also be liable to the other Party for any and all direct foreseeable loss which may result from such Party's breach of this Agreement.
 9. This Agreement shall be governed by English law without giving effect to the principles of conflicts of laws thereof, and there are no understandings, agreements or representations, express or implied, not specified herein. This Agreement may not be amended except in writing signed by the Parties.
 10. The obligation of confidentiality imposed hereunder shall be effective for a period of five (5) years from the date of disclosure of such Proprietary Information.
 11. This Agreement shall continue in full force and effect for a period of five (5) years from the Effective Date, as set forth above. It may be terminated at any time during the period of the Agreement by either Party upon sixty (60) days



prior written notice to the other Party; provided that early termination of this Agreement shall not relieve the receiving party of its obligations under this Agreement with respect to Proprietary information exchanged prior to the effective date of termination.

This Agreement is the complete and exclusive statement of the agreement between the Parties.

WITNESS the signatures of the duly authorized representatives of the Parties.

[Company]

Global Network Operations Ltd

Signature

Signature

Printed Name

Printed Name

Title

Title