

Lanboss Software Limited

Non-Disclosure and Confidentiality Agreement (NDA)

This AGREEMENT is made on the _____ day of _____ 20__ by Lanboss Software Limited, having its principal place of business at Carlyle House Ramsdell Road Monk Sherborne Tadley Hampshire RG26 5HS (the "Company")

and _____ of _____ (the "Recipient").

RECITALS:

The Company is the owner of Confidential Information relating to the Product and of intellectual property rights therein.

The Company has agreed with the Recipient to provide the Recipient with Confidential Information for the Purpose subject to the terms and restrictions set out in this Agreement.

NOW THEREFORE in consideration of the promises and the mutual covenants hereinafter contained it is mutually agreed as follows:

TERMS:

1. Definitions

In this Agreement and its recitals, the following words shall (unless the context otherwise requires) bear the following meanings:

Associates: The officers and employees of the Recipient and such other parties to whom the Confidential Information may be disclosed pursuant to the terms of this Agreement.

Confidential Information: Information which is of a confidential nature which is in oral, visual, written or any other form whether learned by the Recipient during the term of this Agreement or otherwise including, without limitation, all information of a confidential nature relating to the Company, its business affairs, customers and staff, its past, present or projected goods, services, work, designs, specifications, plans, drawings, formulae, research or developments, (including without limitation, the Product) and the terms but not the existence of this Agreement, but not information which:

- a) is or becomes publicly available other than as a result of the Recipient's or any of the Recipient's Associates' wrongful act or omission;
- b) is disclosed to the Recipient by a third party who lawfully possesses such information and which has not been obtained in breach of an obligation of confidentiality to the Company by any person.

Duration: The duration of the Recipient's obligation of confidentiality specified in the Schedule.

Product: The product or products specified in the Schedule.

Purpose: The purpose or purposes specified in the Schedule.

Schedule: The Schedule hereto.

2. Confidential Information

- 2.1. Save where required by law, the Recipient shall disclose the Confidential Information only to such of its Associates as need to know the same for the Purpose.
- 2.2. The Recipient shall procure that each of its Associates who have access to the Confidential Information shall observe the terms of this Agreement as if named as the Recipient in this Agreement.
- 2.3. The Recipient shall only use the Confidential Information provided to it in connection with the Purpose for the Duration and shall not otherwise use or exploit any part of the Confidential Information for any other purpose whatsoever, including without limitation, for any person's gain or advantage.

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- 2.4. The Recipient shall treat as confidential and keep secret the Confidential Information and shall take all steps necessary to prevent the unauthorised disclosure of Confidential Information, to prevent unauthorised persons having access to Confidential Information and to arrange proper and secure storage for Confidential Information in whatever form.
- 2.5. The Recipient shall notify the Company if it becomes aware of any breach of the duties owed under this Clause 2 and shall take all steps necessary to assist the Company in investigating and pursuing such breach.
- 2.6. The Recipient shall ensure that the Associates to whom the Confidential Information is disclosed are bound by obligations of confidentiality not to disclose Confidential Information transmitted to them and the Recipient shall, at its own expense, enforce such obligations of confidentiality in the event of their breach.
- 2.7. The Recipient shall not by any means copy or part with possession of the whole or any part of the Confidential Information.
- 2.8. The disclosure of the Confidential Information shall not grant the Recipient any right or licence to or in respect of it.
- 2.9. Upon expiry of this Agreement or on the Company's prior request, the Recipient shall deliver up and return to the Company immediately all Confidential Information and all media and materials provided by the Company to the Recipient under or pursuant to this Agreement with a certificate certifying that no copies of the whole or any part of the Confidential Information have been made or retained.
- 2.10. The terms of this Agreement are in addition to any duty of confidence which the Recipient owes to the Company at law.

3. Copyright

- 3.1. The Recipient undertakes not to and shall procure that none of its Associates and suppliers of services shall delete proprietary information, copyright or trademark notices (if any) appearing on any documentation or media or materials pertaining to the Confidential Information supplied to it under or pursuant to this Agreement.

4. Liability

- 4.1. (To the extent permitted by law) there are no representations, warranties, conditions, undertakings, or any other terms express or implied (whether statutory or otherwise) given or deemed to be given by the Company relating to the Product, Confidential Information, or any other materials, including without limitation, in respect of the accuracy or completeness of any of these, provided to the Client by the Company under or pursuant to this Agreement.
- 4.2. Nothing shall exclude or restrict the liability of the Company for death or personal injury arising as a result of the negligence of the Company.
- 4.3. Save as provided in Clause 4.2 above and to the extent permitted by law, the Company shall not be liable for any loss, damage, cost and expenses incurred by the Recipient arising out of this Agreement.
- 4.4. The Recipient shall indemnify and keep indemnified the Company against any and all direct or indirect injury, death, loss, costs (including, without limitation, all legal costs) or damage suffered by the Company or any third party as a consequence of any failure by the Recipient to comply with its obligations under or pursuant to this Agreement.

5. Clauses Surviving Termination

Notwithstanding the termination or expiry of this Agreement for any reason those terms of this Agreement intended to have effect after termination and in particular (but without limitation) Clause 2 shall continue in full force and effect.

6. Waiver

Failure by the Company to exercise any of its rights under this Agreement shall not constitute or be deemed a waiver or forfeiture of such rights.

7. Jurisdiction

The terms of this Agreement shall be governed by and construed in accordance with the laws of England and both parties hereby submit to the exclusive jurisdiction of the English Courts.

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IN WITNESS whereof the parties have by their duly authorised representatives executed this Agreement as at the date first before written.

Signature
SIGNED for and on behalf of the COMPANY
by

Signature
SIGNED for and on behalf of the RECIPIENT by

Name

Name

Title

Title

Date

Date

| |
|-----------------|
| SCHEDULE |
|-----------------|

DURATION: 1 year

PRODUCT: Verbal, electronic and written information and documentation exchanged regarding the Company, its products, future products and developments and its customers, suppliers and partnerships records

PURPOSE: _____

