

PCFORT.

non disclosure agreement

Date:

This agreement is made between

DATAFORT Ltd.

and

Company Name

Company Registration Number

DataFort Ltd.
TV House
45a Whitmore Road
Guildford
Surrey
GU1 1QU

Telephone: +44 (0)1483 872 052
Fax: +44 (0) 831 4580
Email: channel@pcfort.co.uk

Mutual Receipt and Disclosure : CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement this (this "Agreement") is effective as of _____, 2006 by and between Datafort Ltd, a limited company registered in whose principal place of business is TV House ,45a Whitmore Road, Guildford, Surrey GU1 1QU, and _____, whose principal place of business is _____.

1. This Agreement is made in order for each party to obtain from the other certain technical and business information under terms that will protect the confidential and proprietary nature of such information for the purpose of discussing a possible business relationship.

2. As used herein, "**Confidential Information**" shall mean any and all technical or business information furnished at any time, in whatever form or medium, whether in writing or orally, or disclosed by one party to the other including, but not limited to, product or service specifications, prototypes, patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, processes, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the disclosing party and includes, without limitation, such party's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, business and marketing plans, and personnel statistics. For purposes herein, any technical or business information of a third person furnished or disclosed by one party to the other shall be deemed "Confidential Information" of the disclosing party and subject to the terms of this Agreement.

3. Each party agrees to hold such Confidential Information in confidence for a period of two years from the date of receipt of same unless otherwise agreed to in writing by the disclosing party. Each party further agrees that it shall not make disclosure of any such Confidential Information to any other person or entity other than those persons deemed to be indispensable for the purposes of this Agreement (such indispensable persons are defined as the "Representatives") but in each case, only those Representatives who (a) have a need to know the Confidential Information for the purposes of this Agreement, and (b) have entered into an agreement with the party in receipt of the Confidential Information substantially in the form of this Agreement or who have otherwise agreed to be bound by the obligations of confidentiality hereunder. Each party hereto represents, warrants and covenants that it shall inform each of its Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall require each such Representative to comply with such requirements. Each party also agrees that it will make requests for Confidential Information of the other only if necessary to accomplish the purposes set forth herein. The obligations set forth herein shall be satisfied by each party through the exercise of the same degree of care used to restrict disclosure and use of its own information of like importance, but in no event less than reasonable care.

4. Nothing herein shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the disclosing party.

5. Upon termination of this Agreement for any reason or upon request of the disclosing party, all Confidential Information, together with any copies of same, shall be returned to the disclosing party. The requirements of confidentiality set forth herein shall survive return of such Confidential Information.

CONFIDENTIALITY AGREEMENT

6. The obligations imposed in this Agreement shall not apply to any information that: (a) is already in the possession of or is independently developed by the receiving party; or (b) is or becomes publicly available through no fault of the receiving party; or (c) is obtained by the receiving party from a third person who is under no obligation of confidence to the party whose information is disclosed; or (d) is disclosed with a written waiver of confidentiality by the disclosing party.

7. Except for the obligations of confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the disclosure of Confidential Information contemplated by this Agreement, or by the meetings and conversations between the parties with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged.

Each party acknowledges that this Agreement and any meetings or communications of the parties shall not constitute an offer, request, or contract with the other to engage in any research, development, or other work; nor constitute an offer, request, or contract involving a buyer-seller relationship or venture, teaming or partnership relationship between the parties; nor, subject to the confidentiality obligations contained herein, shall this Agreement be construed to impair or restrict either party's right to make, procure, or market jointly or individually, products or services, now or in the future, which may be competitive with those offered by the other, or which are the subject matter of this Agreement, or enter into any partnership, teaming agreement or joint venture with another party regarding the subject matter of this Agreement. The parties expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the meetings and communications between the parties, are at each party's sole cost and expense; provided, however, that notwithstanding anything to the contrary in this Agreement, neither party's rights shall be limited in law or equity to enforce the confidentiality obligations imposed hereunder.

8. Notwithstanding other provisions of this Agreement, neither party shall, without first obtaining written consent of the other, use any trademark or trade name of the other or refer to the subject matter of this Agreement or to the other party in any promotional activity or otherwise, nor disclose to others any specific information about the subject matter of this Agreement.

9. Neither this Agreement nor any rights hereunder are assignable or otherwise transferable to either party, in whole or in part; provided, that either party may assign or transfer this Agreement and rights hereunder to any current or future affiliates or successor company if such assignee agrees in writing to the terms and conditions herein.

10. The foregoing shall apply to any subsequent meetings or any communications between the parties relating to the same subject matter unless this Agreement is modified in writing and such writing is signed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

SIGNED for and on behalf of
DATAFORT Ltd.:

Signed for and on behalf of
[DEALER]:

Signature

Signature

[PRINT] Name

[PRINT] Name

Position

Position

Date

Date