

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

INSERT DATE

THIS NON-DISCLOSURE & NON CIRUMVENTION AGREEMENT (the “Agreement”) is made by and between

PARTY 1: Mr. Lee Paul Stone, 'Hausofstein' [JLDS Development Ltd.] 4th Floor
Brunswick Mill, Bradford Road, Manchester M40 7EZ, UK.

PARTY 2: **ENTER YOUR NAME, BUSINESS ENTITY AND ADDRESS**

This Confidentiality and Non Circumvention is made under the laws of England & Wales (hereinafter “the parties”).

Background

This Agreement shall cover business discussions, ventures and services between the parties worldwide.

Agreement

NOW, THEREFORE, the Parties intending to be legally bound, hereby agree as follows:

1. Definition of Confidential Information. Subject to paragraph 3 below, the term “Confidential Information” shall mean any and all materials or information not in the public domain that either party receives or acquires from the other party in connection with any activities related thereto, and whether disclosed or made available prior to the date of this agreement and whether in writing, electronically, orally, visually or otherwise and any notes, summaries or other materials in whatever medium or format (“Notes”) created by the Receiving Party and derived from such information or materials. Confidential Information includes, without limitation, (i) software, utilities, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data and any information related thereto, existing or contemplated products or services, specifications and plans, (ii) forecasts, business plans, strategies, and financial statements, records and information, (iii) customer lists or requirements, and (iv) other business or technical information or trade secrets. The provisions of this Agreement shall apply to any Confidential Information that a Receiving Party receives or becomes privy to in connection with this Agreement, on or after the Effective Date of this Agreement.

2. Non-Disclosure; Use Restrictions. The Parties anticipate that in connection with, any of the Parties may receive or become privy to the Confidential Information of the other Parties. A Receiving Party agrees, acknowledges and undertakes to (i) hold the Confidential Information of the Disclosing Party in strictest confidence, and subject to the terms of this Agreement, not to disclose Confidential Information to any third party without the prior written consent of the Disclosing Party (which may be given on such terms as the Disclosing Party considers appropriate), (ii) not to use the Confidential Information for any purpose (including but not limited to any competitive or commercial purpose) other than in relation to the PR activities as contemplated under any other written agreement between the parties which references this Agreement, and (iii) protect such Confidential Information by using the same degree of care as it uses to protect its own highly Confidential Information of similar value and sensitivity, but not less than reasonable care.

3. Exceptions. Notwithstanding the provisions of this Agreement, the obligations and restrictions set forth herein regarding Confidential Information shall not apply to information that the Receiving Party can establish (i) is or becomes publicly available other than as a result of a breach of this Agreement by the Receiving Party, (ii) is lawfully received from a third party which is, to the reasonable knowledge and belief of the Receiving Party, not under any obligation of confidentiality for the benefit of the Disclosing Party, (iii) was either in the possession of or known to the Receiving Party at the time of disclosure without any limitation on use or disclosure for the benefit of the Receiving Party, or (iv), is independently developed by the Receiving Party without the use, reference to or benefit of the Disclosing Party's Confidential Information.

4. Disclosures Required by Law or Regulation. A Receiving Party shall not be restricted from disclosing Confidential Information of the Disclosing Party or any Notes as required pursuant to any law, regulation or judicial or governmental order, or request of a regulatory or self-regulatory entity having examination authority over Receiving Party or a member of its Group, provided that Receiving Party will disclose only such information as it believes is required to comply with the order or request and, in the case of a court order or subpoena and to the extent legally permitted, the Receiving Party shall promptly notify the Disclosing Party and shall if reasonably practicable, cooperate with the Disclosing Party, at the Disclosing Party's expense, so that the Disclosing Party take appropriate remedies or other appropriate protection.

5. Ownership; No License. All materials and Confidential Information shall remain the exclusive property of the Disclosing Party. Except as expressly provided herein or under a separate written agreement between the parties that references this Agreement, either party shall not be obligated to grant, convey or transfer to the other any interest, license or other right, or under its Confidential Information or any patent, copyright, trade secret, trademark or other intellectual property right.

6. Return of Confidential Information. Upon the earlier of (i) the completion or (ii) the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information disclosed or made available by the Disclosing Party, in any form and including, all Notes, save to the extent that regulation, applicable rule, law or record retention policy requires retention of such material. Upon request, the Receiving Party shall certify in writing that it has returned or destroyed all Confidential Information in accordance with this paragraph 6, disclosed or made available by the Disclosing Party.

7. No Warranty; Obligations. No representations, warranties or other assurances are given by the either party with respect to the completeness or accuracy of any information or materials provided to the other party. Except for the obligations of the parties specifically set forth in this Agreement,

8. Duration. The obligations undertaken by each party under this Agreement will be continuing and in particular shall survive termination of any discussions or negotiations between the parties regarding the funding activities following written notice from one party to the other party expressly terminating this Agreement.

9. Governing Law; Remedies. This Agreement, including, without limitation, the performance and enforceability hereof, shall be governed by and construed in accordance with the laws of England & Wales. Each Receiving Party acknowledges that a violation of this Agreement by the Receiving Party may cause irreparable harm to the Disclosing Party and that the Disclosing Party may have no adequate remedy at law. Accordingly, each party agrees that the Disclosing Party shall have the right, in addition to any other rights and remedies it may have, at law, in equity or otherwise, to seek injunctive relief or similar such orders in any court of competent jurisdiction directing or prohibiting certain acts which may be necessary to protect the Confidential Information and the Disclosing Party.

10. Miscellaneous. This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof. No provision of this Agreement may be amended, modified or waived except in a writing signed by the party sought to be bound. No custom or course of dealing shall cause a modification of this Agreement. The paragraph headings used herein are for convenience of reference only and will not affect the

interpretation or construction of this Agreement. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of any rights or remedies available to such party or its right to subsequently enforce such provision or any other provision of this Agreement. Each party is responsible for their own costs and expenses in relation to fulfilling the aim and intention of this agreement and any meetings arising thereof.

11. Non-Circumvention and Non-Competition

11.1. No Party to this Agreement may directly or indirectly circumvent, compete with, interfere with, avoid, by-pass or obviate the interests of, or cause, support, or entice any other person(s) to circumvent, compete with, interfere with, avoid, by-pass or obviate the interests of, the other Party to this Agreement by entering into any arrangement with persons or entities introduced to that Party by the other Party in connection with the Opportunity, without first obtaining the written consent of the other Party.

11.2. Clause 11.1 shall apply to all ventures, projects, sites and collaborations between the Parties.

11.3. All parties agree to work in the spirit of cooperation. Neither party shall compete with the other for introductions made and respect each other's contacts.

This Agreement shall be binding upon the parties and their respective successors.

IN WITNESS WHEREOF, this Agreement shall become effective on the date of signing by the two Parties.

Signed for and on behalf of: **'Hausofstein' [JLDS Development Ltd.] - Party 1**

By: _____

Name:

Title:

Date:

City:

Signed for and on behalf of: **INSERT YOUR NAME AND ENTITY HERE - Party 2**

By: _____ **SIGN HERE**

Name: **STATE YOUR NAME HERE**

Title: **ENTER YOUR TITLE HERE**

Date: **ENTER THE DATE HERE**

City: **ENTER YOUR LOCATION AT SIGNING HERE**