

DATED

Imaginatives Group Limited

- and -

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and takes effect from

BETWEEN

- (1) Imaginatives Group Limited ("Imaginatives") with offices at 60 St Martins Lane, Covent Garden, London WC2N 4JS
- and
- (2)

WHEREAS

- (A) The parties to this Agreement (the "Parties" and each a "Party") for their mutual benefit may have exchanged and wish further to exchange certain confidential information in relation to technologies, businesses and projects (the "Activities"). The purpose of this exchange of information is to allow each of the Parties to evaluate such information for the purpose of determining their respective interest in establishing a business relationship between them.
- (B) The Parties wish to define their rights with respect to the said information and protect the confidentiality thereof and proprietary features contained therein.

THEREFORE the Parties HEREBY AGREE as follows.

1. DEFINITIONS

In this Agreement:

- 1.1 "Activities" has the meaning ascribed to it in recital A, above;
- 1.2 "Confidential Information" means any and all information relating to the Activities and the Purpose in whatever form, whether disclosed orally or in writing or in graphic form or electronically, whether or not it is marked "confidential", which has been or is now or at any time disclosed to one Party by the other Party, and shall include without limitation all information of a technical, financial or commercial nature relating to, and included in, all data, know-how, analyses, formulae, forecasts, reports, memoranda, studies, notes, recipes, processes, procedures, techniques, designs, design rights, photographs, drawings, plans, inventions, interpretations, product information, trade secrets, market opportunities, strategies, customer and business affairs, compilations, specifications, manufacturing data, software programs and samples and any material bearing or incorporating any information relating to the Purpose and any copies or reproductions of any of the above, and which is or has been disclosed to the Receiving Party before or after the date of this Agreement; but shall exclude any part of such information which:

- 1.2.1 is in or comes into the public domain without breach of this Agreement by the Receiving Party; or
- 1.2.2 the Receiving Party can show:
 - 1.2.2.1 was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and which was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
 - 1.2.2.2 to have been developed by the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party.
- 1.3 "Disclosing Party" means a Party that discloses Confidential Information to the other Party;
- 1.4 "Party" and "Parties" have the meaning ascribed to those terms in recital A, above;
- 1.5 "Receiving Party" means a Party that receives Confidential Information disclosed by the other Party;
- 1.6 "Proceedings" has the meaning ascribed to it in clause 9.6 of this Agreement;
- 1.7 "Purpose" means any discussions and negotiations between or within the Parties undertaken in connection to the Activities.

2. HANDLING OF CONFIDENTIAL INFORMATION

The Receiving Party shall:

- 2.1 maintain the Confidential Information disclosed to it by the Disclosing Party in confidence and shall exercise in relation to the Confidential Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information, but in any case no less than a reasonable degree of care, and which security measures and degree of care the Receiving Party warrants as providing adequate protection against the unauthorised disclosure, copying or use of the Confidential Information;
- 2.2 not disclose any Confidential Information to any third party, other than the officers or employees of the Receiving Party who have a reasonable need to use or know the Confidential Information for the Purpose, without the prior written consent of the Disclosing Party;

- 2.3. ensure that its officers or employees having access to the Confidential Information are subject to the restrictions and obligations set out in this Agreement and shall procure that they shall comply with such obligations;
- 2.4. use all Confidential Information disclosed to, or discovered by, the Receiving Party exclusively for the Purpose and for no other purpose whatsoever;
- 2.5. ensure that no copies or reproductions shall be made except to the extent reasonably necessary for the Purpose and all copies made shall be and remain the property of the Disclosing Party; and
- 2.6. ensure that any Confidential Information disclosed for the Purpose in whatever medium and the medium on which such Confidential Information is supplied shall be and remain the property of the Disclosing Party.

3. RETURN OF CONFIDENTIAL INFORMATION

The Receiving Party shall, immediately and at its own expense, upon receipt of a written request from the Disclosing Party:

- 3.1 return to the Disclosing Party all documents and materials (and all copies thereof) containing the Disclosing Party's Confidential Information;
- 3.2 irrevocably destroy all electronic files containing the Disclosing Party's Confidential Information and expunge all of the Disclosing Party's Confidential Information from any computer or other device;
- 3.3 certify in writing to the Disclosing Party that it has complied with the requirements of this clause 3; and
- 3.2 notwithstanding completion of the Purpose or return and/or destruction of documents and materials as described in this Agreement, continue to be bound by the undertakings set out in clauses 2, 4, 5 and 6 of this Agreement.

4. LIMITATIONS AND WARRANTY

- 4.1 The restrictions on use and disclosure of Confidential Information set out in this Agreement shall not apply to Confidential Information which the Receiving Party is required to disclose pursuant to a legal obligation, providing that the Receiving Party first consults with the Disclosing Party to agree an appropriate course of action.
- 4.2 Each Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly set out in this Agreement are granted or are to be implied from this Agreement. In particular, no licence is hereby granted by either Party to the other directly or indirectly under any patent, invention, discovery, copyright or other industrial or intellectual property right.

4.3 Nothing in this Agreement shall be deemed to impose on either Party any obligation to give the other Party the opportunity of giving a quotation or making a tender to the other Party or to enter into any contract for services or for supply of goods and/or materials with the other Party.

4.4 Each Party acknowledges and agrees that it shall acquire no intellectual property rights in anything disclosed to it by the other Party and that all such intellectual property rights are, and shall remain, the property of the Disclosing Party.

5. CONFIDENTIALITY

Each Party agrees to keep the existence and nature of this Agreement confidential and not to use this Agreement or the name of the other Party (or of any company in the group of companies of which the other Party forms part) in any publicity, advertisement or other disclosure relating to this Agreement without the prior written consent of the other Party.

6. NOTICES

All notices under this Agreement shall be in writing, sent by telex, facsimile, courier or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice in the manner described in this clause 6, and marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted or sent by courier (as the case may be).

7. NON-ASSIGNMENT

This Agreement is personal to the Parties and shall not be assigned, novated or otherwise transferred in whole or in part by either Party to any other person or entity without the prior written consent of the other Party.

8. REMEDIES

Without prejudice to the rights and remedies otherwise available to either Party, each Party will be entitled to all remedies available to it under applicable law for any breach or threatened breach of the provisions of this Agreement by the other Party or by any other party, including without limitation the remedies of injunction, specific performance and other non-monetary relief (in addition to damages) on the basis that monetary compensation would not be an adequate remedy for any such breach, as permitted by the laws of England and Wales.

9. ENTIRE AGREEMENT, GOVERNING LAW, TERM AND JURISDICTION

9.1 This Agreement constitutes the entire agreement and understanding between the Parties in respect of Confidential Information and supersedes all previous

agreements, understandings and undertakings between them in such respect.

- 9.2 This Agreement cannot be amended except by written agreement between the Parties.
- 9.3 Any failure by either Party to enforce or exercise its rights under this Agreement shall not be construed as a waiver of its rights to enforce or exercise that right in the future.
- 9.4 If any provision of this Agreement is found to be unenforceable then the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the extent required to permit their enforcement in a manner most closely representing the intention of the Parties as expressed in this Agreement.
- 9.5 In the event of the termination by either Party of their respective Activities and/or the Purpose, the obligations set out in this Agreement will continue in full force and effect for 5 years from the date of this Agreement notwithstanding the return to either Party or destruction of Confidential Information or any copies of it.
- 9.6 The interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

AS WITNESS this Agreement has been signed by the parties hereto or their authorised representatives the day and year above written.

Signed by
for and on behalf of Imaginatives Group Limited

Date

Signed by
for and on behalf of

Date