

# MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, by and between

and

**BJS Company Ltd**

is for mutual exchange of information of value relating to the

which is deemed to be proprietary by a disclosing party, hereafter DISCLOSER and a receiving party, hereafter RECEIVER, during the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

Whereas, RECEIVER wishes to receive DISCLOSER's information for the purposes of developing (device or system).

NOW THEREFORE.

1. RECEIVER agrees that for the period of 5 (FIVE) years from the end date of the exchange of information period of this Agreement, it shall not disclose any information it receives from DISCLOSER that is marked PROPRIETARY to any other person, firm, or corporation, or use it for its own benefit except for the above-stated purpose and shall use the same degree of care to avoid disclosure of such information as RECEIVER employs with respect to its own PROPRIETARY information of like importance.

2. The parties hereto agree that information shall not be deemed PROPRIETARY and RECEIVER shall have no obligation with respect to any such information which:

- (i) is already known to RECEIVER: or
- (ii) is or becomes publicly known through no wrongful act of RECEIVER: or
- (iii) is rightfully received from a third party without restriction and without breach of this Agreement: or
- (iv) is independently developed by RECEIVER: or
- (v) is furnished to a third party by DISCLOSER without a similar restriction on the third party's rights: or
- (vi) is approved for release by written authorisation of DISCLOSER: or
- (vii) is disclosed pursuant to the requirement of a Governmental agency or disclosure is required by operation of law.

3. The parties hereto further agree that RECEIVER shall not be liable for (1) inadvertent disclosure of PROPRIETARY information provided that (a) it uses the same degree of care in safeguarding such PROPRIETARY information as it uses for its own PROPRIETARY information of like importance and (b) upon discovery of such inadvertent disclosure of such PROPRIETARY information, it shall endeavour to prevent any further inadvertent disclosure and (c) unauthorised disclosure of PROPRIETARY information by persons who are or who have been in its employ, unless it fails to safeguard such PROPRIETARY information with the same degree of care as it uses for its own PROPRIETARY information of like importance.

4. The parties appoint the below identified persons as their Data Control Co-ordinator(s) for the receipt, on their behalf of all PROPRIETARY information pursuant to the Agreement. Each party reserves the right to change its Data Control Co-ordinator by giving DISCLOSER in writing the name and address of its newly appointed Data Control Co-ordinator.

BJS Company Ltd  
65 Bideford Ave  
Perivale  
Greenford  
Middlesex  
UB6 7PP  
United Kingdom

5. In the event DISCLOSER orally discloses its PROPRIETARY information to RECEIVER, DISCLOSER agrees to promptly notify the RECEIVER Data Control Co-ordinator of such oral disclosure and reduce to writing such information within thirty (30) days of such oral disclosure, referencing the place and data of oral disclosure and the names of the employees of RECEIVER to whom such oral disclosure was made and including therein a brief description of the information disclosed.

6. All written data delivered by DISCLOSER to RECEIVER pursuant to the Agreement shall be and remain the property of DISCLOSER and all such written data and any copies thereof, shall be promptly returned to DISCLOSER upon written request, or destroyed at DISCLOSER's option.

7. Nothing contained in the Agreement shall be construed as granting or conferring any right by license or otherwise, expressly, implied, or otherwise, for any invention, discovery, or improvement made, conceived, or acquired prior to or after the date of this Agreement.

8. In the event of a breach of threatened breach by RECEIVER of the terms and conditions of this Agreement, DISCLOSER would suffer irreparable harm, and RECEIVER consents to the entry by a court of competent jurisdiction of a temporary injunction without notice and/or a preliminary injunction, enjoining RECEIVER from disclosing, or using, in whole or in part, any of Discloser's PROPRIETARY INFORMATION, whether referred to specifically in this Agreement or not. Nothing contained herein shall be construed as prohibiting DISCLOSER from pursuing any other legal or equitable remedies available to DISCLOSER against RECEIVER or any other person or entity, including the recovery of damages.

9. DISCLOSER understands that RECEIVER may currently or in the future by developing independently information internally, or receiving information in confidence from other sources, that may be similar to DISCLOSER's information. Accordingly, nothing in this Agreement shall be construed as a representation of inference that RECEIVER will not develop products, for itself or for others that may be similar to the products or systems contemplated by DISCLOSER's information, provided that such products do not derive from the DISCLOSER's proprietary information.

10. This agreement shall bind and injure to the benefit of the parties of this Agreement and their respective successors, assigns, legal representatives and heirs.

11. This Agreement shall be governed by and construed under the laws of England and venue and jurisdiction for any dispute in connection with this Agreement shall lie solely within the English Law Courts.

12. This Agreement shall become effective upon signing by both parties and the obligation to exchange information will terminate upon the end date of the information exchange period referred to in the opening paragraph of the Agreement or by the termination party giving the non-terminating party thirty (30) days written notice of termination whichever first occurs. Termination of this Agreement shall not abrogate the RECEIVER's obligation above for proprietary information exchanged prior to the effective date of termination. This Agreement may be extended for a reasonable period of time if agreed to in writing by both the RECEIVER and the DISCLOSER.

**BJS Company Ltd**

BY:

BY:

TITLE:

TITLE:

DATE:

DATE: