

### Non Disclosure Agreement

**ft** THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is effective from ..... (**"Effective Date"**),  
 By and between **Fury Technology Limited ("Fury")**,  
 Having a registered address at: **Stream Cottage, Studio 101, Farnham, Surrey, GU10 4UA, UK**,  
 - and ..... (**"Company"**),  
 Having an address at .....

In consideration of the covenants set forth below, **Fury and Company** (collectively the "Parties" and individually a "Party") specifically agree as follows:

- "Confidential Information" shall mean any business, financial, marketing, technical, scientific, or other information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, of their own or 3<sup>rd</sup> party clients which -
  - if disclosed in tangible form, is marked as confidential, proprietary, or with a similar legend;
  - if disclosed orally or visually, is identified as confidential or proprietary at the time of disclosure, and the general nature of such disclosure is confirmed in writing to the Receiving Party within thirty (30) days after such disclosure; or -
  - is known by the Receiving Party to be confidential or proprietary, irrespective of the form in which it is disclosed.

Subject to the foregoing, Confidential Information shall include, without limitation, drawings, documents, computer files, computer printouts, computer programs (in any form), specifications, formulas, sketches, evaluations, findings, samples, methods, processes, know-how, technical descriptions, information concerning customers, markets, product sales, costs, current products, future product plans, and product investigations, and other data.

"Disclosing Party" shall mean the Party disclosing the Confidential Information under this Agreement.

"Receiving Party" shall mean the Party receiving the Confidential Information under this Agreement.

- During the term of this Agreement, the Parties may disclose to each other certain items of Confidential Information relating to intellectual property, pending patents, filed patents, patent applications, design, products, manufacture, logistics, supply chain, business plans, markets and strategy. Confidential Information of the Disclosing Party shall remain the sole property of the Disclosing Party. The Receiving Party hereby agrees that it will use the Confidential Information received from the Disclosing Party solely for the purpose of the mutual benefits of the business of the parties and will hold in strict confidence and will not disclose or transfer Confidential Information or any part thereof to any third party, nor will it use such Confidential Information for its sole benefit or for the benefit of a third party. The Receiving Party further agrees to refrain from any disassembly or reverse engineering of samples or prototypes provided by the Disclosing Party unless and to the extent that such disassembly and/or reverse engineering is expressly authorized by the Disclosing Party or because of the nature of the disclosed work undertaken.
- Restrictions on use and disclosure set forth in this Agreement shall not apply to any item of Confidential Information to the extent that such item:
  - Is or becomes part of the public domain through no fault of the Receiving Party (provided that if Confidential Information becomes publicly known this shall not excuse a prior breach);
  - Is already in the Receiving Party's possession at or before the time of disclosure hereunder as reasonably shown by evidence existing at the time of disclosure;
  - Is subsequently rightfully obtained by the Receiving Party from a third party without a duty of confidentiality;
  - Is independently developed by the Receiving Party without any breach of this Agreement and the Receiving Party can conclusively so demonstrate by written documentation;
  - Is approved in writing for public release by the Disclosing Party; or
  - Is required to be disclosed by judicial action after notice to the Disclosing Party and opportunity for the Disclosing Party to protect the confidentiality of the Confidential Information.
- The Receiving Party will not disclose Confidential Information other than to those of its officers, employees, or consultants who require access to Confidential Information to accomplish the Purpose of this Agreement, and all such disclosures shall be subject to contractual obligations of confidentiality at least as restrictive as those in this Agreement.
- The Receiving Party agrees that it will secure and safeguard any and all materials and documents that contain Confidential Information in locked files or areas reasonably restricting access and preventing unauthorized use and/or disclosure. The Receiving Party further agrees that it will maintain reasonable procedures to prevent accidental or other loss of Confidential Information and to use at least the same degree of care for such Confidential Information as it uses to protect its own proprietary information of a similar nature. In the event the Receiving Party becomes aware of any loss, disclosure or use of Confidential Information in violation of this Agreement, the Receiving Party shall immediately notify the Disclosing Party in writing.
- The Receiving Party agrees that the disclosure of Confidential Information to the Receiving Party shall not constitute any grant, option, or license to the Receiving Party under any patent, trade secret or other rights now or hereinafter held by the Disclosing Party and shall not create any commitment, by implication or otherwise, of the Disclosing Party to enter into any agreement with the Receiving Party. The Receiving Party shall not use Confidential Information of the Disclosing Party to file or support any patent application.
- At the Disclosing Party's request or upon termination of this Agreement, whichever occurs earlier, the Receiving Party agrees to return within ten (10) days all Confidential Information received from the Disclosing Party, together with all copies, extracts, and summaries, except that the Receiving Party may retain one copy of any Confidential Information to determine any continuing obligations.
- This Agreement shall be governed in all respects, including procedure, by the laws of Scotland. The Recipient agrees to submit to the exclusive jurisdiction of the Courts and tribunals of Scotland in respect of all claims and disputes arising out of or in connection with this Agreement, or any breach, or the termination thereof.
  - The provisions of this agreement are severable. To the extent that any provision, portion or extent of this Agreement is judicially determined to be invalid, illegal, or otherwise unenforceable, that provision, portion or extent will be limited if possible and only thereafter severed if necessary.
- The Receiving Party hereby acknowledges that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from unauthorized disclosure or use of Confidential Information, and agrees that in the event of any breach of the Agreement the Disclosing Party may seek immediate injunctive relief in addition to all other remedies.
- This Agreement shall apply to any and all disclosures of Confidential Information for a period of three (3) years commencing on the Effective Date. The obligations of the Receiving Party under this Agreement shall commence on the Effective Date and remain in full force and effect with respect to any item of Confidential Information for five (5) years from the date such item of Confidential Information is first disclosed to the Receiving Party and shall survive any termination of this Agreement.
- THE DISCLOSING PARTY HEREBY EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CONFIDENTIAL INFORMATION, INCLUDING ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ACCURACY, SUFFICIENCY, OR SUITABILITY.
- The Receiving Party acknowledges that the communication or transfer of any Confidential Information may be subject to specific governmental export approval, and agrees to comply with all applicable export control laws.
- This Agreement constitutes the entire agreement between the Parties with respect to the subject matters herein, and supersedes all prior communications, understandings and agreements with respect to such subject matter. This Agreement may not be amended except by a writing signed by both Parties specifically referencing this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
- This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same instrument. Each party agrees to be bound by its own e-mail, telecopied or facsimiled signature, and agrees that it accepts the e-mail, telecopied or facsimiled signature of the other party.
- Other Explicit items otherwise not covered shall be listed below:

**ft** - END -

Executed by duly authorized representatives of Fury and Company as of the Effective Date.

\_\_\_\_\_  
 Signature  
 (name)  
 DIRECTOR

\_\_\_\_\_  
 Signature  
 (name)  
 (title)

**ft** Fury Technology Limited

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