



confidentiality agreement

Confidentiality Agreement between

This Agreement is made on / /2008 , between

Nigel Blair of En-scan

and

.....of

in relation to (hereinafter called 'the Project')

in connection with the secrecy of the confidential information disclosed by each other to evaluate the Project

1. Both parties are DISCLOSERS and RECIPIENTS of confidential information.
2. The confidential information mutually disclosed under the Agreement may include specifications, drawings, business plans, product samples and written and oral descriptions concerning the Project.
3. Both parties receiving confidential information under this Agreement shall use the confidential information exclusively for the purpose of evaluating the Project.
4. Both parties agree that they will not disclose or otherwise use the confidential information in any other way without first obtaining written permission from the DISCLOSER.
5. All tangible documentation and materials provide to either RECIPIENT under this Agreement shall remain the property of the DISCLOSER and shall be returned following a written request from the DISCLOSER; RECIPIENT shall make no copies of any tangible documentation or materials provided hereunder, except to the extent necessary to permit proper evaluation, and, RECIPIENT shall retain no copies but shall return all copies when originals are returned.
6. RECIPIENT's duty to protect confidential information disclosed under this Agreement shall extend for five years from the date of this Agreement.
7. RECIPIENT shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information of a like nature.
8. RECIPIENT shall limit access to the confidential information provided hereunder to such of their personal as may be directly involved in the evaluation effort and to no other personnel, and RECIPIENT shall provide to DISCLOSER upon request, a list of all RECIPIENT personnel having had access to such confidential information.
9. This Agreement imposes no obligation upon a RECIPIENT with respect to specific confidential information which (a) was in RECIPIENT's possession before receipt from DISCLOSER as evidenced by written records; (b) is or becomes a matter of public knowledge through no fault of RECIPIENT; (c) is rightfully obtained by



RECIPIENT from a third party who is legally free to pass on such information without a duty of confidentiality; (d) is disclosed by DISCLOSER to a third party without a duty of confidentiality on the third party; (e) is independently developed by RECIPIENT as evidenced by written records; or (f) is disclosed under operation of law.

10. Neither party acquires any intellectual property rights under this Agreement except the limited right to use set out in paragraph 4 above.
11. Neither party has an obligation under this Agreement to purchase and service or item from the other party.
12. Neither party has an obligation under this Agreement to offer for sale products using or incorporating the confidential information. The Discloser may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time.
13. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

Sign Off

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives in two counterparts each of which shall be original.

Signed on behalf of:

Signed on behalf of:



By

By

Position

Position