

Frontier Smart Technologies**Limited**

137 Euston Road

London

NW1 2AA

Tel: +44 (0) 207 391 0620**Fax:** +44 (0) 207 388 6420**MUTUAL CONFIDENTIALITY AGREEMENT**

This Agreement is made and entered into between <Company Name>, having its principal place of business at <Registered Company Address> (hereinafter referred to as "Company"), and Frontier Smart Technologies Limited and its subsidiary companies, a company duly incorporated under the laws of England, with its principal office at 137 Euston Road, London, NW1 2AA, UK (hereinafter referred to as "**Frontier Smart Technologies**").

<Company> and Frontier Smart Technologies Limited are each hereinafter also referred to as the "Party" and, collectively, as the "Parties".

BACKGROUND

WHEREAS, the Parties wish to cooperate in the exchange of information concerning commercial and technical matters; and

WHEREAS, the Parties may in this cooperation disclose to each other certain Confidential Information (as defined below); and

WHEREAS, the Parties have agreed that disclosure and use of Confidential Information shall be made on the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows.

1 DEFINITIONS

Wherever used in this Agreement the following terms shall have the meanings set forth below:

"Affiliate" means any legal entity which, at the time of disclosure to it of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

"Agreement" means this Confidentiality Agreement, as it may be amended from time to time pursuant to Clause 7 hereof.

"Confidential Information" means any information disclosed in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of samples, models, computer programs or otherwise) by the Disclosing Party to the Receiving Party under this Agreement, provided that (i) if such information is disclosed by the Disclosing Party in writing, it shall be marked as confidential at the time of disclosure, (ii) if such information is disclosed by the Disclosing Party orally, it shall be identified as confidential at the time of disclosure and shall also be summarized and designated as confidential in a written memorandum delivered to the Receiving Party within thirty (30) days of disclosure, (iii) if disclosed in any other manner, it shall be designated in writing as confidential at the time of disclosure or (iv) notwithstanding subparagraphs (i), (ii) and (iii) of this definition, the nature of such information makes it obvious that it is confidential. However, the term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which a) is on the Effective Date, or thereafter becomes, publicly available otherwise than through an act or negligence of the Receiving Party b) is demonstrably developed at any time by the Receiving Party without use of Confidential Information, or c) is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use.

"Disclosing Party" means the Party disclosing Confidential Information to the other Party under this Agreement.

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"**Effective Date**" means the day this Agreement becomes effective in accordance with Sub-clause 6.1 hereof.

"**Purpose**" means the cooperation between the Parties in respect of the exchange of information, as specified in Schedule A.

"**Receiving Party**" means the Party receiving Confidential Information from the other Party under this Agreement.

2 NON DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 The Receiving Party shall not disclose Confidential Information to any third party.

2.2 In addition to the undertaking set out in Sub-clause 2.1 hereof, the Receiving Party shall be liable for:

- (i) any loss, theft or other inadvertent disclosure of Confidential Information, and
- (ii) any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except that

the Receiving Party shall not be liable for such inadvertent or unauthorized disclosure if it has used the same degree of care in safeguarding such Confidential Information as it uses for its own confidential information of like importance. However, the Receiving Party must in any case have used not less than a reasonable degree of care and, upon becoming aware of such inadvertent or unauthorized disclosure, notified the Disclosing Party thereof and taken reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

3 USE OF CONFIDENTIAL INFORMATION

The Receiving Party is entitled to use Confidential Information, but only for the Purpose.

4 PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

4.1 The Receiving Party may disclose Confidential Information to any of its Affiliates and consultants, in which event the Affiliate and the consultant shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party hereby warrants that any Affiliate or consultant to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement.

4.2 The Receiving Party shall limit the dissemination of Confidential Information to its employees, consultants and Affiliates having a need to receive such information to carry out the Purpose.

4.3 The Parties acknowledge that the Receiving Party may disclose Confidential Information only to its contractors, subcontractors, agents, or similar persons and entities, upon prior written consent of the Disclosing Party. In the event the Disclosing Party gives such consent, the Receiving Party warrants that any of its contractors, subcontractors, agents or such other similar persons and entities to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement.

- 4.4 Notwithstanding Sub-clause 2.1 hereof, the Receiving Party shall not be prevented to disclose Confidential Information if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable effort to protect the Confidential Information in connection with such disclosure or (iii) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise or (iv) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party or (v) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information;

5 COPYING AND RETURN OF FURNISHED INSTRUMENTS

- 5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- 5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property. Such instruments or copies thereof shall be promptly returned or destroyed by the Receiving Party, at its own costs, upon the Disclosing Party's request.
- 5.3 Disclosing Party retains all rights, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the disclosure of Confidential Information. Confidential Information is provided "as is" with all faults. In no event shall Disclosing Party be liable for the accuracy or completeness of the Confidential Information.

6 TERM AND TERMINATION

- 6.1 This Agreement shall become effective on the day it has been duly signed by both Parties. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.
- 6.2 This Agreement shall remain in force for three (3) years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after four (4) years from the date of disclosure.

7 AMENDMENTS

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

8 GOVERNING LAW AND ARBITRATION

- 8.1 This Agreement shall be governed by and construed in accordance with the Laws of England.
- 8.2 The Parties undertake to comply with the provisions of all Data Protection Laws and any related legislation insofar as this relates to any data transferred between the parties under the provisions and obligations of this Agreement, including but not limited to appropriate operational and technical

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processes in place to safeguard any personal data and reasonable steps to ensure the compliance of all of its employees who have access to any personal data.

- 8.3 Any and all disputes, differences or questions between the Parties with respect to any matter arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with the said Rules. The place of arbitration shall be London, England and the English language shall be used in the proceedings. Each Party shall bear its respective costs during such arbitration. The administrative costs of the arbitration though will be divided equally among the Parties.
- 8.4 Any arbitration award may, if necessary, be enforced by any court or authority having jurisdiction.
- 8.5 Receiving Party agrees that the breach of the provisions of this Agreement by Receiving Party will cause Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Disclosing Party will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law or in equity.

This Agreement has been signed by the Parties in two (2) identical copies of which the Parties have taken one (1) each

Date:

Date:

Name of Party:

Name of Party:

Signature:

Signature:

**For and on behalf
of Frontier Smart
Technologies Limited**

Title & Company:

SCHEDULE A

Proprietary Information disclosed will be used for the sole purpose(s) of:

.<Add description of the limitations of use of the disclosed material>