

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on _____ ("the Effective Date") between:

- (1) XXXX [The Client], a company incorporated in England and Wales (Company No.xxx); and
- (2) The Share Republic.com Limited ("TSRC"), a company incorporated in England and Wales (Company No.06905213), authorised and regulated by the FSA no 523422

WHEREAS:

(A) The Client is a company operating in the sector, interested in

(B) TSRC is a company Limited by guarantee engaged in the business of Corporate Finance.

(C) THE CLIENT wishes to have discussions with TSRC to explore the possibility of engaging TSRC to provide As a part of such discussions, THE CLIENT may disclose certain confidential information, concepts and business ideas to TSRC.

(D) Prior to making any such disclosure to TSRC, THE CLIENT requires that TSRC enters into this confidentiality agreement to ensure that TSRC will keep such disclosures confidential and make use of them solely as specified below.

THE PARTIES THEREFORE AGREE as follows:

1. DEFINITIONS

In this Agreement:

1.1 "Confidential Information" means information relating to any business, concept or idea (and the intended execution thereof and any related matters) disclosed to TSRC or any employee of TSRC by THE CLIENT, whether in written, oral or other form which is disclosed.

(i) during the course of any discussions relating to the possible engagement of TSRC to provide the Services; and

(ii) during the course of or subsequent to TSRC's performance of such services, if engaged.

1.2 "Permitted Use" means use solely for the purpose of -

(i) evaluating whether and how TSRC can provide the Services to THE CLIENT; and

(ii) providing the Services to THE CLIENT (if engaged to provide the Services).

2. CONFIDENTIALITY OBLIGATION

In consideration of THE CLIENT entering into discussions with TSRC, and THE CLIENT agreeing to disclose the Confidential Information to it, TSRC agrees that:

2.1 TSRC will not, without THE CLIENT's prior written consent, disclose any part of the Confidential Information to any third party and will use its best endeavours to prevent the unauthorised publication or disclosure of the same;

2.2 TSRC will divulge the Confidential Information only to those employees of TSRC who need to know the Confidential Information for TSRC to make use of it for the Permitted Use;

2.3 TSRC will not use the Confidential Information or any part of it for any purpose other than for the Permitted Use

2.4 TSRC will ensure that its employees with access to the Confidential Information are aware of and comply with the obligations contained in this Agreement.

3. EXCEPTIONS

3.1 The obligations in this Agreement shall not extend to any Confidential Information which:

3.1.1 was rightfully in the possession of TSRC prior to the Effective Date, as shown by the Recipient's prior written records;

3.1.2 is already public knowledge or becomes so at a future date (other than through unauthorised disclosure by TSRC or its employees).

3.2 Disclosure of Confidential Information shall not be prohibited if such disclosure is compelled pursuant to legal proceedings (or otherwise required by law), provided that THE CLIENT is given prior written notice of such disclosure.

4. GENERAL

4.1 Ownership of the Confidential Information, and all intellectual property rights relating thereto shall remain solely with THE CLIENT, and TSRC shall not by this Agreement acquire any right or licence to use the same, other than the limited right to use the Confidential Information for the Permitted Use. It is further agreed that subject to payment for the Services, and ownership of any pre-existing material, THE CLIENT shall own the copyright in all material produced for THE CLIENT by TSRC in the course of carrying out the Services.

4.2 TSRC shall indemnify THE CLIENT for any loss or damage to THE CLIENT as a result of Recipient's breach of the obligations in this Agreement.

4.3 The individuals set out below are duly authorised to sign on behalf of TSRC, whether as signatories for a partnership or sole trader business, or otherwise, but in the event of any lack of authority shall also be deemed to sign in an individual capacity.

4.4 This agreement shall be governed by the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

SIGNED BY THE PARTIES OR THEIR DULY AUTHORISED REPRESENTATIVES

Name: _____

Signature: _____

Position: _____

Date: _____

FOR and on behalf of THE CLIENT

Signature: _____

Position: _____

Date: _____

FOR and on behalf of TSRC