



CONFIDENTIALITY AGREEMENT

Between :

Turnkey Manufacturing Limited 27 Queensway Sunbury-on-Thames TW16 6HA

and

From time to time during the course of our working together either or both of us (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain Confidential and Proprietary Information.

"Confidential and Proprietary Information", shall mean all documents, papers, drawings, diagrams, research data, notes, memoranda, specifications, photographs, software, models, masks, circuitry, evaluations and other information relating to products, processes, technology, customer requirements, prices, business plans, business partners and subcontractors, (whether in physical form or otherwise) disclosed by the Disclosing Party to the Receiving Party.

1. The Receiving Party will hold such information confidential and not disclose it to any other person, firm or corporation (excluding legitimate usage by authorised sub-contractors) or use such information for any purpose other than our mutual business and specifically agrees not to use the Confidential and Proprietary Information for any purpose that would cause commercial disadvantage to the Disclosing Party. The Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information as the Receiving Party employs with respect to its own Confidential and Proprietary Information.
2. The Receiving Party agrees to promptly notify the Disclosing Party of any inadvertent or unauthorised use or disclosure of such Confidential or Proprietary Information and take prompt and effective steps to prevent recurrence thereof.
3. The Receiving Party shall have no obligation with respect to any information which:
 - a) is already known to the Receiving Party;
 - b) is or becomes publicly known otherwise than by Receiving Party's breach of this agreement;
 - c) is received by the Receiving Party without restriction from a third party who is not under an obligation of confidentiality, to the Disclosing Party;
 - d) is approved for release by written authorisation by the Disclosing Party.
4. Upon request, the Receiving Party will promptly return all copies of confidential material in its control, (or if requested destroy such material) and will certify to

the Disclosing Party that it has fully complied with the provisions of this paragraph.

5. It is acknowledged and agreed that any breach of the obligations set out in this agreement could cause the Disclosing Party irreparable harm and that monetary damages and/or indemnification would not be an adequate remedy for such a breach. In the event of a breach or threatened breach by the Receiving Party, its representatives, advisors or subcontractors, of any the provisions of this agreement, the Disclosing Party shall be entitled to seek injunctive relief in any court of competent jurisdiction restraining the Receiving Party. This right shall be in addition to all other available remedies.
6. The Disclosing Party also retains all rights under any valid existing or future patents owned by it.
7. Each party represents and warrants to the other that it has the full right, power and authority to enter into and perform this agreement. This agreement will benefit and bind the parties and their respective successors and assigns, and may not be changed orally.
8. Nothing herein shall be construed as a warranty of the accuracy, worth or fitness of the information disclosed pursuant to this agreement or as a grant of any rights to any invention, discovery or improvement.

Signed for and on behalf of:

Turnkey Manufacturing Limited



Signed: _____

Title: _____

Date: _____

Signed for and on behalf of:

Signed: _____

Title: _____

Date: _____