

CONFIDENTIALITY AGREEMENT

This agreement is made on the _____ 2010, by and between:-

INTPAR (Interested Party) :



whose registered office is at:



and DISCPAR (Disclosing Party)

whose registered office is at:

For the purposes of this agreement DISCPAR and INTPAR may jointly be referred to as the "Parties".

RECITALS

WHEREAS:

DISCPAR has developed or otherwise obtained certain confidential information including but not limited to products, business opportunities, business plans, strategies, contracts and financial information and is in the process of disposing of that part of the business,

the Parties are interested in entering into negotiations for the possible sale of that part of the business by DISCPAR to INTPAR,

it is necessary that the Parties disclose Confidential Information in order to pursue said negotiations. Further it may be necessary that from time to time, the Parties exchange materials and information they deem necessary for the performance of their duties under this agreement,

the Parties do not wish to lose the confidentiality or diminish their rights in the confidential information and require assurances that their rights in this information will not be diminished or impaired,

NOW, THEREFORE, in consideration of, and in exchange for, the mutual promises and obligations set forth below, the Parties agree as follows:-

The Parties may enter into open and good faith discussions with the intention of negotiating the sale of the DISCPAR business and products.

The Parties shall provide to one another such information as shall be requested, and which is, in their mutual judgement, required for the purposes of establishing and maintaining the negotiations.

In consideration of the disclosure of said information by one Party (DISCPAR) to the other (INTPAR), both Parties hereby covenant and agree, for themselves and their affiliates, partners, ventures, officers, shareholders, corporations, divisions, subsidiaries, employees, agents and/or consultants, to not engage in any negotiations or business transactions related to said confidential information shared with each other hereto and hereinafter. The Parties acknowledge and agree that the covenants and obligations under this Agreement shall survive the termination of any discussions and/or business relationship between the Parties for two years.

All confidential information is and shall be the sole and exclusive property of DISCPAR. The Parties shall not take or cause any action which would be inconsistent with or tend to diminish or impair the Disclosing Party's rights in the confidential information.

Confidential information is provided solely for the purpose of the discussions and negotiations and possible business agreements. The Interested Party shall not use or induce to use, any confidential information of DISCPAR for any other purpose whatsoever.

Nothing contained herein shall be construed in any way as committing the Parties to consummate a transaction of any kind.

Each of the Parties hereto agrees to use the disclosed materials and information of the other to progress the objectives of this agreement and shall not disseminate this information to other parties without the written permission of the Disclosing Party.

The Interested Party shall not, directly or indirectly, print, copy or otherwise reproduce any confidential information without the Disclosing Party's prior written consent other than to employees, officers and advisors who need to know as part of this business evaluation process subject to the following :

The Interested Party shall not disclose or reveal any confidential information of the Disclosing Party to anyone except those of their employees or agents with a need to know in order to proceed forward with the business proposal contemplated by the Parties. Further, prior to revealing or disclosing confidential information to such persons, the Interested Party will require them to agree to and be bound by the terms of this agreement.

Upon request, the Interested Party will return all documents relating to any confidential information supplied by the Disclosing Party without retaining any copies in whatever form or on whatever media.

Confidential information means any and all information the Parties provide to each other. However, this shall not include information about which it can be proven that:-

The information was previously known by a Party free of any obligation to keep it confidential;

The information is or becomes available publicly or by any legal means other than unauthorised disclosure;

The information is received from a third party whose disclosure does not violate this or any other confidentiality agreement or obligation.

The provisions of this Agreement do not apply to any confidential information which the Interested Party is required to disclose by law, the regulations of any recognised Stock Exchange, any Government agency or Regulator lawfully requiring disclosure or by any Court of competent jurisdiction acting in pursuance of its powers.

The Parties acknowledge that any unauthorised disclosure or use of confidential information could cause the Party offended against immediate and irreparable injury and/or loss.

This Agreement may be amended only in writing, signed by both Parties, and there are no other understandings, agreements or representations, expressed or implied.

If any clause or provision of this Agreement becomes illegal, invalid or unenforceable, such clause or provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect.


The term of this Agreement shall be for twelve months from the date first written above, subject to the provisions of the considerations above.


This Agreement shall inure to the benefit of, and be binding upon DISCPAR and INTPAR and their respective heirs, successors and assignees.

This Agreement shall be governed by and construed in accordance with the laws of England and the laws of England shall prevail in the event of any and ALL disputes and conflicts arising from this Agreement.

This Agreement may be signed in multiple counterparts and all parts shall be construed as the whole. Additionally, facsimile initials and signatures shall be deemed as original initials and signatures.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

INTPAR 

Authorised Signatory


DISCPAR

Authorised Signatory

Please Fax this signed document to: +44 (0)844 443 5466