



Date : _____

From : _____

Hereinafter called "the Owner"

To : **Xenolitica Limited**
Registered Office Address:
4 Leylands Business Park
Colden Common
Winchester
Hampshire, SO21 1TH
United Kingdom.

Company Registration Number: 6463253.

Hereinafter called "the Company"

Project : **All projects and potential projects hereafter**

Dear Sirs


This letter is to confirm the terms and conditions pursuant to which the owner is prepared to disclose details of the project to the company. In order to induce the owner to disclose such details and in consideration of the sum of €1-00 paid by the owner to the company receipt of which the company acknowledges the company warrants, undertakes and agrees with owner as follows:

1. This undertaking is binding upon the company and all of its associated companies and associates (as defined in the income and corporation taxes act 1988 sections 416 and 7) and all officers employees agents servants or professional advisors of such persons (together 'Relevant Persons').
2. This undertaking extends to all information of whatever nature in whatever form relating to the projects obtained from any source including without limitation information received from the owner and information obtained as a result of being allowed access to any premises where the owner may carry on business including, without limitation, any information received by the company before signing this agreement ('Confidential information') but does not extend to information which at the times is obtained in the public domain.
3. The company shall treat all confidential information as being strictly private and confidential and shall take all steps necessary to prevent it from being disclosed or made public to any third party by any relevant person or coming by any means into the possession of a third party.

4. The company shall use the confidential information solely for the purpose of evaluating whether or not to enter into an agreement with the owner relating to the project or to perform any obligations which the company may undertake or have undertaken with the owner relating to the project and the company shall not use any part of the confidential information for any purpose whatsoever.
5. The company shall not use or disclose or permit the disclosure by any person of the confidential information for the benefit of any third party or in such a way as to procure that the company may at any time obtain commercial advantage over the owner.
6. Neither the company nor any of the relevant persons shall by any means copy or part with the possession of the whole or any part of any confidential information.
7. The confidential information and its circulation shall be restricted to circulation and disclosure to individuals whose identity shall have been approved by the owner prior to disclosure in writing, providing that the company will ensure that any individuals are made aware of and comply with the confidentiality obligations in this agreement and shall be responsible for any breaches by them. The undertakings given by the company in this agreement are also given by the company on their behalf and with their knowledge and authority.
8. The company shall keep all materials containing confidential information in a safe and secure place and return them to the owner immediately on determination of our discussions in relation to the projects or on the owners prior request.
9. No failure or delay by the owner under this agreement shall be deemed to be a waiver nor shall any single or partial exercise of any other right power or privilege.
10. The company undertakes to indemnify and keep the owner at all times fully indemnified from and against any loss or disclosure of confidential information and from all actions proceedings claims and demands costs (including without prejudice the generality of this provision legal costs of the owner on a solicitor and own client basis) awards and damages however arising directly or indirectly as a result of any breach or non-performance by the company of any of the company's warranties undertakings or obligations under this agreement.
11. No right or licence is granted to the company or its employees and agents in relation to the Confidential Information except as expressly set out in this agreement.

12. Without prejudice to any other rights or remedies that the owner may have, the company acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the company of any of the provisions of this agreement. Accordingly, the owner shall be entitled without proof of special damage to the remedies of injunction or specific performance for any threatened or actual breach by the company of any provisions of the agreement.
13. If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction:
- 13.1 the legality, validity and enforceability in that jurisdiction of the remaining provisions shall be unaffected; and
- 13.2 the legality, validity and enforceability in any other jurisdiction of that or any other provision shall be unaffected.
14. This agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over any suit, action, proceedings or dispute arising out of or in connection with this Agreement.

Agreement Sign Off:

Signed on behalf of the client:		Signed on behalf of:	Xenolitica Limited
Print Name:		Print Name:	Mr Alex Simmons Company Director
Date Signed:		Date Signed:	December 2, 2007
Signature:		Signature:	

Once you have signed this document, please return it as soon as possible to Xenolitica, in one of the following ways:

1. Print, Sign, Scan and Email to: info@xenolitica.com
2. Print, Sign and Fax to: +44(0)8709222165
3. Print, Sign and Send to Xenolitica Limited registered office address.

Thank You.