

AA Global Sourcing Ltd

Mutual Non-Disclosure Agreement

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as of the date of the submission of the associated application, between AA Global Sourcing Ltd, a limited company incorporated in England with registered number 05468200 and You, the person that has filled out the associated application form.

Purpose. In consideration of each party agreeing to explore a potential business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential business information which the disclosing party desires the receiving party to treat as confidential.

"Confidential Information" means any information of a confidential nature in relation to the disclosing party, its affiliates or any of their directors, officers or employees disclosed by either party to the other party, either directly or indirectly, in writing or orally, including without limitation documents, research, services, investment offers, structures or proposals or any terms thereof, client or candidate lists, software, processes, marketing materials, finances, budgets, business plans or intentions. Confidential Information may also include information disclosed to a receiving party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-use and Non-disclosure. In consideration of each party agreeing to enter into this agreement, each party agrees that they shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorised use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

Confidential

Registered office: 37 Stone Lane Lydiard Millicent Swindon SN5 3LD

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Mobile +44 (0)7807-210682 Email: sales@aaglobalsourcing.com

Registered in England Number 05468200

VAT No: 179 4451 72

AA Global Sourcing Ltd

Return of Confidential Information. At the request of the disclosing party, the receiving party shall: (i) destroy or return to the disclosing party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the disclosing party's Confidential Information; (ii) erase all the disclosing party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and (iii) certify in writing to the disclosing party that it has complied with the requirements of this clause, provided that a receiving party may retain documents and materials containing, reflecting, incorporating, or based on the disclosing party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the receiving party to keep evidence that it has performed its obligations under this agreement. The provisions of this agreement shall continue to apply to any documents and materials retained by the receiving party.

No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

No Warranty. All confidential information is provided "as is". Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

Term. The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Miscellaneous. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by agreement in writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in writing from time to time. This Agreement shall be governed by the laws of England and Wales.

In sending in your application, you are agreeing to the above terms and conditions. In receiving your application, AA Global Sourcing Ltd agrees to the above conditions.