

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT hereinafter named *The Agreement* is made on the 26th April, 2001 (the "Effective Date") by and between _____ hereinafter named *The Discloser*, registered at _____ under reference _____ and I.T.Lity Ltd hereinafter named *ITLITY*, a United Kingdom Limited company registered at the England & Wales Company House with registration number: 4053697.

1. PUPOSE

The Discloser and ITLITY wish to explore a business opportunity under which each may disclose its Confidential Information to the other.

2. Definition

Confidential Information means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, whether disclosed by either party or its agents or affiliates. CONFIDENTIAL INFORMATION SHALL BE DESIGNATED IN WRITING TO BE CONFIDENTIAL OR PROPRIETARY, OR IF PROVIDED ORALLY, SHALL BE IDENTIFIED AS SUCH AT THE TIME OF DISCLOSURE AND CONFIRMED, IN A WRITTEN DOCUMENT DELIVERED TO THE RECIPIENT WITHIN 30 DAYS OF DISCLOSURE, AS HAVING BEEN DISCLOSED AS CONFIDENTIAL OR PROPRIETARY. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of ITLITY at the time of disclosure as shown by ITLITY's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of ITLITY; (iii) is independently developed by the ITLITY without use of or access to the Confidential Information (iv) is rightfully received by ITLITY from a third party having the right to disclose the information, (v) is approved for release by The Discloser in writing, or (vi) is not designated and/or confirmed to be confidential as set forth herein.

3. Non Disclosure of Confidential Information

The Discloser and ITLITY agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the two. Neither party will disclose any Confidential Information of the other party to third parties except for its and its affiliates' directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business. Each party has had or will have those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party sign a Non-Disclosure Agreement in content substantially similar to This Agreement. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

4. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

5. Return of Materials

Any materials or documents of which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.

6. No License Granted

Nothing in This Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall This Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties. All information provided herein is provided "AS IS" with no representations or warranties, all of which are hereby expressly disclaimed.

7. Term

This Agreement governs disclosure of information between the parties commencing on the Effective Date and ending two (2) years after the Effective Date, but may be terminated by either party upon 10 days written notice sent by registered mail. The foregoing commitments of either party in This Agreement shall survive any termination of The Agreement or of discussions between the parties, and shall continue for a period of six (6) years following the Effective Date of This Agreement.

8. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of This Agreement shall not constitute a waiver of any term hereof.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of England, without regard to its conflict of laws principles, and shall be binding upon the parties hereto worldwide. The English court shall have exclusive jurisdiction to adjudicate any dispute arising out of This Agreement.

10. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and

acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

THE DISCLOSER

ITLITY

By: _____
(Name & Position)

By: _____
(Name & Position)