

Mutual Standard Non-Disclosure Agreement

The Agreement

Date: 22/10/14

This Agreement of Non-Disclosure has been made and entered into as of the date specified between the following two Parties:

Disclosing Party

MetiNet Limited

Registered Address

Samuel Blazer Works, Dew Pond Lane

Buxton, SK17 7LR

UNITED KINGDOM

Receiving Party

Jonathan Matthey

Registered Address

527 Washington Ave, Apt 3

Brooklyn, NY 11205

UNITED STATES

Terms

1. On the understanding that both parties are interested in meeting to consider possible collaboration in developments arising from the Disclosing Party's project, it is agreed that all information whether oral, written or otherwise, that is supplied to the Receiving Party in the course of any meeting from the date specified on this Agreement shall be treated as confidential by the Receiving Party.
2. The Receiving Party undertakes not to use the information for any purpose, other than for the purpose of this collaboration, without obtaining the written agreement of the Disclosing Party.
3. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party [except to its employees [and professional advisers] who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in clause 3 above and this clause 4.
4. This Agreement applies to both technical and commercial information communicated by either Party.
5. The undertakings in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - 5.1 any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - 5.2 any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.
6. The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.
7. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Receiving Party.

8. Receiving Party agrees not to engage in any employment, consulting, or other activity involving the Disclosing Party's project that competes with the business, proposed business or business interests of Disclosing Party, and Receiving Party will not assist any other person or entity in doing so, without Disclosing Party's prior written consent.
9. The Receiving party acknowledges that the dissemination of the Confidential Information would destroy or diminish the value of such information, and the result of the unauthorised dissemination would be impossible to calculate. Therefore, ~~Text~~ both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
9. After 3 years, from the date hereof each Party shall be relieved of all obligations under this Agreement.
10. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non- exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Signed

Disclosing Party

Full Name

EDWARD STEPHENSON

Signature

ES.

Receiving Party

Full Name

Jonathan Matthey

Signature

J Matthey