

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement, dated and effective as of \_\_\_\_\_ (the "Effective Date"), is made and entered into by and between:-

PLAYGROUND GAMES LTD  
of Rossmore House, 9 Newbold Terrace, Leamington Spa CV32 4EA, United Kingdom

and \_\_\_\_\_ (company/individual)

of \_\_\_\_\_ (address)

The parties hereby agree as follows:

### 1. DEFINITIONS.

- 1.1 "Confidential Information" means any trade secrets or other information of Discloser that is not generally available to the public, whether of a technical, business or other nature (including without limitation, information relating to Discloser's technology, software products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects or other affairs), that is disclosed to Recipient during the Term and that Recipient knows or has reason to know is confidential, proprietary or trade secret information of Discloser. Confidential information also includes any information which has been made available to Discloser by third parties that Discloser is obligated to keep confidential. Confidential information does not include any information that: (a) is or was acquired by Recipient from a third party and is not subject to an unexpired obligation to such third party restricting Recipient's use or disclosure thereof; (b) is independently developed by Recipient without reliance upon or use of any of the Confidential Information; or (c) is or has become generally publicly available through no fault or action of Recipient.
- 1.2 "Confidential Materials" means any document, diskette, tape, writing or other tangible item that contains any Confidential Information, whether in printed, handwritten, coded, magnetic or other form and whether delivered by Discloser or made by Recipient.
- 1.3 "Discloser" means a party that discloses any of its Confidential Information to the other party under this Agreement.
- 1.4 "Recipient" means a party that receives any Confidential Information from the other party under this agreement.
- 1.5 "Term" means the period beginning with the Effective Date and ending ten (10) days after either party gives the other written notice of termination.

## **2. CONFIDENTIALITY.**

- 2.1 Confidential Information and Confidential Materials are made available to Recipient solely for the purpose of discussing and evaluation of a business relationship between the parties. Recipient will not use, disclose, disseminate or distribute any Confidential Information or Confidential Materials for any other purpose without the prior written consent of Discloser. Without limitation of the foregoing, Recipient will not use any Confidential Information or Confidential Materials to design, develop, provide or market any product or service that would compete with any product or service of Discloser.
- 2.2 Recipient will protect any Confidential Information and Confidential Materials from any unauthorized use, disclosure, copying, dissemination or distribution. Without limitation of the foregoing, Recipient will: (a) make the Confidential Information and Confidential Materials available only to those of its employees, agents and other representatives who have a need to know the same for the purpose specified in paragraph 2.1, who have been informed that the Confidential Information and Confidential Materials belong to Discloser and are subject to this Agreement, and who have agreed or are otherwise obligated to comply with this Agreement; (b) not disclose the Confidential Information to any third party; (c) make or copy the Confidential Materials only as reasonably required for the purpose specified in paragraph 2.1; (d) not deliver, distribute, display, demonstrate or otherwise make available the Confidential Materials to any third party except as provided in clause (a) above; (e) not reverse engineer, decompile or disassemble any computer program included in such Confidential Materials; except to the extent permitted by law and (f) not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature.
- 2.3 Notwithstanding paragraph 2.2, Recipient may disclose or produce any Confidential Information and Confidential Materials if and to the extent required by any discovery request, subpoena, court order or governmental action, provided that Recipient gives Discloser reasonable advance notice of the same (e.g. so as to afford Discloser a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure).
- 2.4 All Confidential Information and Confidential Materials are the property of the Discloser. This Agreement will not be interpreted or construed as granting any license or other right under any patent, copyright, trademark, trade secret or other proprietary right. Recipient will hold all Confidential Materials in trust for Discloser and will promptly destroy them or deliver them to Discloser upon the earlier of Discloser's request or when they are no longer needed for the purpose described in paragraph 2.1. Upon Discloser's request, Recipient will certify in writing its destruction of such Confidential Materials.
- 2.5 Recipient will comply with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information or Confidential Materials (including, but not limited to, any and all laws relating to Discloser's proprietary rights or the export of any technical data included in such Confidential Information or Confidential Materials).

## **3. MISCELLANEOUS**

- 3.1 Discloser warrants that it has the right to make Confidential Information and Confidential Materials available to Recipient as provided for in and subject to this Agreement. Discloser does not make any other representation or warranty, express or implied, with regard to any Confidential Information and Confidential Materials. Without limitation of the foregoing, the Confidential Information and Confidential Materials are made available under this Agreement "as is", with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.
- 3.2 Recipient's obligations with respect to any Confidential Information and Confidential Materials will survive for a period of two (2) years after any termination of the Term.

- 3.3 In the event of any breach of this Agreement, Discloser may suffer irreparable harm and have no adequate remedy at law. In such an event or threat of any such event, Discloser will be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce this Agreement or to recover damages or other relief on account of any breach of this Agreement.
- 3.4 The prevailing party will be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce this Agreement or to recover damages or other relief on account of any breach of this Agreement.
- 3.5 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute hereunder shall be subject to the non-exclusive jurisdiction of the English courts.
- 3.6 This Agreement will not be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship.
- 3.7 This Agreement may not be amended except by written addendum signed by both parties.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this Agreement, and that by signing this Agreement they agree to be bound by all terms, conditions, and obligations contained herein. The Parties agree to the Agreement being drafted in English language for business conveniences.

PLAYGROUND GAMES LTD:

\_\_\_\_\_  
Company/Individual name

\_\_\_\_\_  
Signature

Name: .....  
Title: .....  
Date: .....

\_\_\_\_\_  
Signature

Name: .....  
Title: .....  
Date: .....