

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____, 2009

BETWEEN:

(1) Musion Systems Ltd, of Westcott House, 35 Portland Place, London W1B 1QF, United Kingdom ("Discloser");

and

(2) _____
COMPANY/INDIVIDUAL NAME, ADDRESS ("Recipient")

BACKGROUND

The Discloser has certain exclusive and non-exclusive rights to licence and distribute a patented video projection technology ("Musion Device") and has agreed to provide the Recipient with information relating to the Musion Device and know-how relating to it, business networking contacts and mass marketing concepts in relation to coming to a further agreement with the Recipient (the "Purpose").

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:-

"Confidential Information" means all information disclosed by the Discloser to the Recipient whether or not under the terms of this Agreement, during Negotiations or otherwise in connection with the Purpose and, for the avoidance of doubt includes but is not limited to the Trade Secrets and the results or existence of any Negotiations, but excludes any part of such information which the Recipient can show by documentary evidence:-

- (a) other than in respect of the Trade Secrets, is at the date of this Agreement or subsequently comes into the public domain otherwise than by reason of any breach of this Agreement by the Recipient; or
- (b) was within the possession of the Recipient free of any restriction prior to the date of disclosure by the Discloser; or
- (c) was received by the Recipient from an independent third party free of any restriction and without breach of any obligation of confidentiality owed to the Discloser;

"Disclosure Period" means the period of 3 years from the date of this Agreement unless otherwise extended in writing by the Discloser or the period from the date of this Agreement until the date it is terminated.

"Negotiations" means any communication (in any form) between the Discloser and the Recipient about the Musion Device and/or the Purpose whether prior to or during the term of this Agreement.

"Trade Secrets" means any and all knowledge, experience, information, formulae, drawings, know-how, prototypes, designs, documents, software, manufacturing and assembly instructions, data, filming techniques, production techniques, projection techniques relating in any way to the design, manufacture, distribution, sale, supply or exploitation of any patent held by Musion or Uwe Maass, projection foil or surfaces, holographic projection, pepper's

ghost projection, the Musion Device, any of Discloser's processes or products, any of Discloser's business plans, customers or potential customers, developments, prices or revenues and/or any trade secret of the Discloser under any applicable trade secret or any other analogous law.

"Uwe Maass" means Uwe Maass – the proprietor of certain of the Patents who has granted to Musion certain exclusive rights to exploit the same; Musion is the proprietor of the remainder of the Patents.

2. **OBLIGATIONS OF THE RECIPIENT**

2.1 In consideration of the disclosure of the Confidential Information by the Discloser to the Recipient, the Recipient undertakes to:-

- (a) use the Confidential Information for the Purpose only and for no other purpose, and only during the Disclosure Period or during the currency of this Agreement (which ever ends first); and
- (b) not disclose the Confidential Information, whether to employees, officers or directors, agents and representatives or to any third party (including any commercial or professional associate or collaborator), except only in confidence and only to such employees, officers, agents, representatives or directors of the Recipient (if applicable) who need to see and review for the Purpose; and
- (c) ensure that all persons to whom the Confidential Information is disclosed are bound by obligations in relation to the Confidential Information in all respects consistent with the Recipient's obligations hereunder and which give the Discloser direct rights of action against such persons and the Recipient will take such steps as are required by the Discloser (at Recipient's cost) to enforce such obligations against such persons and
- (d) promptly at the end of the Disclosure Period (or sooner if the Discloser so requests in writing) deliver to the Discloser all documents and materials containing Confidential Information (including any copies) and certify in writing to the Discloser that it has complied fully with the requirements of this Clause 2.1(d); or
- (e) not use any of the Confidential Information to procure a commercial advantage over the Discloser or to develop, or help or assist others to develop a viable alternative to the Musion Device.

2.2 In addition and without prejudice to Clause 2.1, the Recipient:

- (a) acknowledges that whilst parts of the Trade Secrets may be in the public domain but that the combination of information which makes up the Trade Secrets is not readily ascertainable or generally known;
- (b) notwithstanding that all or part of the Trade Secrets or a combination of them may be in the public domain, shall keep the Trade Secrets secret and shall not disclose in any way to any third party the Trade Secrets or the fact that the Recipient has knowledge of the Trade Secrets;
- (c) hereby assigns to the Discloser any intellectual property rights it may have in any improvements to or any ideas, concepts, inventions that it may create in relation to the Trade Secrets during the Negotiations; and

- (d) acknowledges that the rights and obligations set out in this Agreement in relation to Trade Secrets are in addition to any rights that the Discloser may have at law under any applicable trade secrets laws.

2.3 The Recipient shall keep confidential the Discloser's Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under this Agreement. For the avoidance of doubt, the Recipient, its employees, agents, directors, subcontractors, successor or assigns shall have no right to use the Patentee Confidential Information or Trade Secrets other than in Negotiations with the Discloser under this Agreement and during the term of this Agreement only.

3. **OWNERSHIP**

The Recipient acknowledges that all rights, title and interest in the Confidential Information remain the sole property of the Discloser and that the Recipient shall not obtain any such rights, title and interest by virtue of the Agreement or otherwise.

4. **BREACH**

Without prejudice to any other rights or remedies the Discloser may have, the Recipient acknowledges that:-

- 4.1 damages may not be an adequate remedy for any breach by the Recipient of the provisions of this Agreement; and
- 4.2 the Discloser may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.

5. **TERM**

The obligations contained in Clause 2 of this Agreement shall remain in force throughout the Disclosure Period and without limit in time thereafter. This Agreement may be terminated by the Discloser at any time by written notice to the Recipient.

6. **MISCELLANEOUS**

- 6.1 No failure or delay by the Discloser to exercise any right or remedy available to the Discloser under or in connection with this Agreement shall prevent the later exercise of any such right or remedy.
- 6.2 This Agreement is binding upon the Recipient and its legal successors in title. The Recipient may not assign, transfer, subcontract or sublicense in any manner whatsoever any right or obligation under this Agreement, whether in whole or in part.
- 6.3 The Discloser shall be absolutely entitled to assign, transfer, subcontract or sublicense its rights and obligations under this Agreement (whether in whole or in part) without having received the Recipient's consent.
- 6.4 This Agreement does not create any relationship in the nature of partnership, agency or joint venture between the two parties. This Agreement places no obligation on either party to negotiate or enter into further contract or arrangement.
- 6.5 This Agreement is the entire agreement between the parties relating to its subject matter. No purported amendment to this Agreement shall be effective unless it is in writing and signed by each party or their duly authorised representatives.

6.6 The Recipient, its employees, agents, directors or other representatives shall not, without prior written consent of the Discloser directly solicit for employment any of the Discloser's employees for a period of twelve (12) months from the date of this Agreement. This does not preclude any solicitation for employees (through the engagement of search firms, public advertising or otherwise) or from employing any person who responds to such a general solicitation.

6.7 If any provision of this Agreement or part thereof is or becomes invalid or not enforceable, all other provisions or parts of provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision shall be and continue to be valid and enforceable.

7. **LAW AND JURISDICTION**

7.1 Any controversy or claim of whatsoever nature arising out of or relating in any manner whatsoever to this Agreement or any breach of any terms of this Agreement shall be governed by and construed in accordance with the laws of England.

7.2 Each party hereby irrevocably acknowledges and agrees that the Courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatsoever nature arising out of or relating in any manner to this Agreement any terms of this Agreement or any breach of this Agreement or any such terms. This clause shall not prevent, and the Recipient consents to, the Discloser enforcing its rights under this Agreement in any jurisdiction in which a breach is alleged or anticipated or in which the Recipient carries on business or has assets.

IN WITNESS whereof this Agreement has been executed by duly authorised representatives of the parties hereto the day and year first before written.

SIGNED by _____
NAME TITLE

Duly authorised for and on
Behalf of Musion Systems Limited

SIGNED by _____
NAME TITLE

Duly authorised for and on
behalf of

NAME of COMPANY/INDIVIDUAL