

CONFIDENTIALITY AGREEMENT

PARTIES:-

1. "The Owner"
of the project: Nuco Technologies Ltd

2. "The Recipient"
of the project:.....
Please attach a copy of a letterhead or compliments slip marked as sample showing the full postal address of the Recipient.

RECITAL:-

The recipient is interested in receiving information on the following:-

Milton Keynes Data Centre (mkdc). ("The project")

The "Owner" is the owner of the project and has in their possession confidential information ("information") which the recipient is interested to receive in confidence for the sole purpose of assessing the commercial practicability and/or viability of a project.

OPERATIVE PROVISIONS:-

1. The Recipient undertakes to keep any and all information supplied by the owner strictly confidential and not disclose it to any person, firm or individual without the express written consent of the owner.
2. The Recipient is not to use information supplied by the owner for any purpose other than specified above.
3. The Recipient agrees to maintain the confidentiality of the facilities location/address and specification and also pass on this requirement to any employee/contractor and/or third party who needs this information.
4. The Recipient is to restrict all such information to those responsible employees whose knowledge of it is necessary for the purpose specified above. In addition, the Recipient undertakes that employees, advisers and consultants to whom such information is disclosed will be bound by the same commitment of confidentiality.
5. The undertakings required in accordance with clauses 1, 2, 3, and 4 of this agreement are not to apply to information which:-
 - 4.1 Can be shown to have been in possession of the Recipient prior to disclosure;
 - 4.2 Is in the public domain at the time of such disclosure or subsequently enters the public domain.
 - 4.3 Subsequently becomes available to the Recipient from any legitimate source without obligation of confidentiality or non-use.
6. The termination of this agreement for any reason is not to affect the obligations of confidentiality and non-user contained in it.
7. The construction, validity and performance of this agreement are to be governed by English law.

SIGNED FOR AND ON BEHALF OF

THE RECIPIENT:PRINT:.....DATE:.....

COMPANY:.....

SIGNED FOR AND ON BEHALF OF (If required).

THE OWNER: PRINT: DATE: