



H A W K S H E A D

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____ 20__, between:

(1) HAWKSHEAD DESIGNS Ltd (referred to as "HHD"); having its place of business at
3 Mount Pleasant Eco Park, Porthtowan, Cornwall, TR4 8HL, United Kingdom

(2) _____
and each of its subsidiaries, (together referred to as "Company"), having its place
of business at

WHEREAS

(A) Company intend to discuss and share information with HHD relating to

("the Subject Matters").

(B) HHD will obtain confidential commercial, scientific and technical information and
data on or related to the Subject Matters (such information and data together with
any information derived therefrom, the "Information").

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. HHD agrees that it shall use any Information only to determine whether it will
enter into an agreement with Company for joint activities relating to the Subject
Matters and in connection with such activities. HHD shall not use the Information
for any other purpose without the prior written consent of Company. Upon
Company's request, detailed results of any evaluations performed by HHD shall
be made available to Company in written form.
2. HHD shall treat all information as confidential and the exclusive property of
Company, and agrees not to disclose any of the Information to any third party
without first obtaining the written consent of Company.

3. HHD further agrees to take all practicable steps to ensure that any Information shall not be used by its directors, officers or employees, except on like terms of confidentiality as aforesaid, and that it shall be kept fully private and confidential by them.
4. The above provisions of confidentiality shall not apply to that part of the Information which HHD is able to demonstrate:
 - (a) was fully in its possession prior to receipt from Company; or
 - (b) was fully in the public domain at the time of receipt from Company; or
 - (c) became part of the public domain through no fault of HHD, its directors, officers or employees; or
 - (d) was lawfully received by HHD from some third party having a right of further disclosure.
5. HHD agrees that, at Company's request, it shall return to Company all parts of the Information provided by Company in documentary form and will return or destroy any copies thereof made by HHD, its directors, officers or employees.
6. Nothing herein contained shall be deemed to grant to HHD any rights or licenses under any patent applications or patents or under any know-how, technology or inventions of Company.

Signed for and on behalf of

The Company:

Company name:

Signature:

Printed name of signatory:

Title:

Signed for and on behalf of

HAWKSHEAD DESIGNS Ltd

Company name:

Hawkshead Designs Ltd

Signature:

Printed name of signatory:

P T E Hawkins

Title:

Design Director