

Mutual Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (hereafter, "Agreement") is entered into as of this ____ day of _____, 20__ by and between Xler8tr Ltd., a limited liability company and its majority owned or controlled subsidiaries, with an address at Brockley Place IP29 4AG (collectively, "Xler8tr") and (the Customer) with its principal place of business at (hereafter the "Company").

RECITALS

WHEREAS, the parties are negotiating a potential business transaction between Xler8tr and the Company. In the course of such discussions, each party may disclose its Confidential Information ("disclosing party") to the other ("receiving party"), and the parties agree to protect the confidentiality of such information of each other.

WHEREAS, the parties have entered into this Agreement in order to memorialize such understanding and agreement.

TERM. This Agreement shall remain in full force and effect so long as the parties are engaged in the purpose of this Agreement or a minimum of 24 months.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. For purposes of this Agreement, the term "Confidential Information" means information or data in any form or medium, tangible or intangible, relating to the properties, business activities, or operations that is actually disclosed by the disclosing party to the receiving party, whether before or after the date of this Agreement, including, without limitation, (a) information of a business nature, such as marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, information and data concerning costs, profits, market share, sales, current or planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, or information regarding suppliers, dealers, or lenders, including as regards either party's affiliates; (b) information of a technical nature such as trade secrets, patent applications, product specifications, data, know-how, formulas, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, innovations, improvements, past, current and planned research and development, computer software and programs (including object code and source code), and database technologies, systems, structures and architectures; (c) information regarding personnel and human resources such as organizational structure, salary, personnel training techniques and materials, and employees' qualifications; (d) information generated or derived by the receiving party or its officers, directors, partners, employees, affiliates, attorneys, financial advisors, agents and representatives (collectively, its "Representatives") that contains, reflects or is derived from any of the information described above; and (e) any other information obtained from the disclosing party that is not known to the public.

2. Confidential Information shall not include (a) information published or available to the public through no fault of the receiving party; (b) information received by the receiving party from parties not connected with the disclosing party without the breach of any obligation of confidentiality; or (c) information of a general nature not pertaining to either party.

3. Each of the parties hereto agrees to receive and hold Confidential Information of the other party, whether transmitted orally, in writing or in any other form, and whether prepared by a disclosing party or its Representatives, in confidence, and to use the Confidential Information of the other party solely for the purpose of evaluating and entering into the proposed business transaction(s) with the disclosing party. Each of the parties hereto further agrees that all Confidential Information of the other party will be kept confidential by itself and its Representatives and shall not be disclosed to any person without the prior written consent of the disclosing party; provided, however, that any of such information may be disclosed to a receiving party's Representatives who need to know such information for the purpose of evaluating any such possible transaction between the parties (it being understood that such Representatives shall be informed of the confidential nature of such information and shall be directed to treat such information confidentially). Each party hereto agrees to be responsible for any breach of this Agreement by any person to whom such party has provided Confidential Information of the other party, or any portion thereof. If a receiving party or any third party to whom the receiving party has provided Confidential Information becomes legally compelled (by oral question, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by rule, regulation or other applicable law) to disclose any Confidential Information, such receiving party shall promptly notify the disclosing party of such requirement before any disclosure is made so that the disclosing party may seek a protective order or other appropriate remedy or may waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions hereof, the receiving party agrees that only that portion of the Confidential Information which it is legally required to disclose (as advised by a written opinion of

counsel) will be disclosed, and the receiving party agrees to exercise its best efforts to obtain assurance that the Confidential Information will be treated confidentially upon disclosure.

4. Each of the parties hereto agrees to use the same care and discretion as it employs with similar information of its own, but no less than a reasonable degree of care and discretion, to prevent disclosure, publication, or dissemination of the Confidential Information of the other party.

5. The Confidential Information disclosed to the receiving party shall remain the property of the disclosing party. No license or assignment, by implication, estoppel or otherwise, is granted by the disclosing party to the receiving party (a) to make, have made, use, or sell any product using the Confidential Information, or (b) under any patent, patent application, utility model, copyright, trade secret, trademark, service mark or any other similar industrial or intellectual property right.

6. Because of the unique nature of the Confidential Information, a violation of this Agreement would cause irreparable harm to the disclosing party for which monetary compensation would be inadequate. In addition to other remedies available, the disclosing party shall be entitled to seek specific performance of the receiving party's obligations under this Agreement, as well as injunctive relief to restrain any continuing or further breach by the receiving party without the necessity of proving any actual damages sustained by the disclosing party, and without the requirement of bond or security. The prevailing party shall be entitled, in any action relating to this Agreement, to recover all costs and expenses, including attorneys' fees incurred because of any legal action arising in relation to this Agreement.

7. Unless otherwise required by law, without the prior written consent of the disclosing party, neither the receiving party nor its Representatives shall disclose to any person (including any corporation, company, partnership or individual) either the fact that discussions or negotiations are taking place concerning a possible transaction between the Parties or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. This paragraph shall be broadly interpreted to prohibit, without limitation, any discussions with potential co-bidders or other transaction partners without prior consent of Xler8tr. This clause however, will not apply to any disclosure by a party to its affiliates.

8. Each of the parties hereto agrees that, upon request from the disclosing party, the receiving party shall, at its option, promptly destroy (with such destruction shall be certified in writing) or deliver to the disclosing party all written Confidential Information and any other materials containing or reflecting Confidential Information, as soon as commercially reasonable, but in no event later than 30 days after the request, and shall not retain any copies, extracts or other reproductions, in whole or in part, of such materials. All documents, memoranda, notes and other writings whatsoever prepared by the receiving party, or its respective Representatives, based on the information included in the Confidential Information of the disclosing party shall be promptly destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction. Notwithstanding the return or destruction of any Confidential Information, the disclosing party shall continue to be bound by its obligations of confidentiality and other obligations hereunder.

9. Except as otherwise expressly provided in this Agreement, each party shall bear all expenses it may incur in acting pursuant to this Agreement.

10. This Agreement shall be governed by the laws of England and Wales in the United Kingdom, excluding choice of law and conflicts of law principles that direct the application of the laws of a different state.

11. The rule of construction that contracts are to be construed strictly against the drafter is expressly made inapplicable to this Agreement. Pronouns used in this Agreement shall be construed to include the masculine, feminine, neutral, singular or plural as the identity of the antecedent may require.

12. This Agreement may not be amended or modified, in whole or in part, except by an instrument in writing duly executed by both parties.

13. Nothing in this Agreement shall be construed to place the parties in the relationship of joint ventures, partners, associates, or principal and agent without a separate agreement to that effect.

14. This Agreement and the rights and obligations of either party under this Agreement may be assigned or transferred only upon the prior written approval of the other party hereto. The rights and obligations of the parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by the parties hereto, their Representatives and their permitted successors and assigns.

15. Any notice or other communication provided for herein as given to a party hereto shall be in writing and shall be delivered by registered mail, return receipt required, postage prepaid to the individual listed below or his successor.

16. This Agreement shall continue in full force and effect for so long as the disclosing party continues to provide Confidential Information to the receiving party and for as long as information disclosed remains confidential.

17. No waiver of any of the terms of this Agreement shall be effective unless set forth in writing signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

18. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable, and keeping with the general spirit and scope of this Agreement. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder. Invalid provisions do not affect the enforceability of any other provision.

19. Counterparts and Electronic Copies. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Such execution and delivery shall be considered valid, binding and effective for all purposes. Once signed, any reproduction of this Agreement, Exhibit, or Attachment or document associated with this Agreement made by reliable means (for example, electronic image, photocopy or facsimile) will be considered an original.

20. Survival. Notwithstanding anything to the contrary contained in this Agreement, the obligations by their nature are intended to survive shall survive and continue after the expiration of this Agreement.

21. Each party reserves all rights not granted specifically to the other party in this Agreement.

22. This Agreement contains the full and complete understandings of the parties with respect to the subject matter hereof and supersedes all prior negotiation and agreements.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date set forth above.

Signature _____
Name Anthony Silver
Title Managing
Company Xler8tr Ltd
Dateday of 20...

Signature _____
Name _____
Title _____
Company _____
Dateday of 20...