

To:

Dated: 18/01/2010

In consideration of our disclosing details about the Project to you, you undertake and agree the following with us:

1. For the purposes of this letter, "Confidential Information" shall include any information (whether written or oral or in any medium whatsoever) which you learn or which comes into your possession, custody or control as a result of our discussions and/or our providing you with documents relating to the Project. For the avoidance of doubt, Confidential Information does not extend to information which is already in the public domain. The words "You" shall be deemed to include your company, any holding company of the Company, any and all subsidiaries of the Company and any such holding company and all employees and agents of these companies.
2. You undertake that you will:
 - 2.1 not disclose or supply or use or exploit directly or indirectly (whether for your own purposes or those of any other person or business entity) any Confidential Information.
 - 2.2 only use the Confidential Information for the purpose of review and evaluation.
 - 2.3 not by any means copy or part with possession of the whole or any part of the Confidential Information. You shall take all reasonable steps to prevent this happening inadvertently.
 - 2.4 keep all materials containing Confidential Information in a safe and secure place.
3. You will not disclose the nature of our discussions nor the very fact that they are taking place without our prior written approval.
4. If our discussions are terminated or on their completion you will promptly;
 - 4.1 return to us all Confidential Information and any records you have kept in relation to the Confidential Information and our discussions.
 - 4.2 at our request destroy all the materials referred to in 4.1 above and supply us with a certificate of destruction.

For the avoidance of doubt, the termination of our discussions shall not affect your obligations as set out in this agreement.
5. No failure or delay by us in exercising the rights powers privileges available to us under this agreement shall be deemed to be a waiver nor shall any single or partial exercise of any such right power or privilege preclude any further exercise of any such right power or privilege.
6. You undertake to indemnify and keep us at all times fully indemnified following any loss or disclosure of Confidential Information and from all actions proceedings claims demands costs (including without prejudice to the generality of this provision my legal costs) awards and damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Company of any of the Company's warranties undertakings or obligations under this agreement.

Yours faithfully,

We agree and confirm the above and agree to be bound by it.
