

Date:

This **Non Disclosure and Confidentiality Agreement (“NDA”)** is made and entered into,

BETWEEN

ENTER UK MARKET GLOBAL LTD and its associate company **ENTER UK MARKET LTD**, a Limited company incorporated under the laws of England and Wales with its registered and trade office at:
2 Mermond Place, Swanage, BH191BT,(company registration number 06021890).

AND

your company name with its registered office at *your company address* represented by *name of the person representing company* with respect to the following facts:

Either party hereto may hereinafter be individually be referred to as **“Party”** or collectively as **“Parties”**.

A. The Parties intend to engage in discussions concerning a potential business relationship (“Proposed Relationship”)

B. In connection with the Proposed Relationship, the Parties may disclose certain information related to their operations, technology or business (“Confidential Information”)

C. Each Party desires to protect the confidentiality of certain information that it may disclose to the other Party at any time whether or not the Parties enter into the Proposed Relationship through this NDA

NOW THEREFORE, in consideration of the foregoing promises and mutual covenants contained herein,
THE PARTIES AGREE AS FOLLOWS:

1. Definitions

“Business Days” means days where banks are open in England.

“Confidential Information” means the following including without limitation or as an exhaustive list all technical, commercial and financial information provided directly or indirectly by either Party to the other in connection with the Permitted Purpose, in any form including, but not limited to, processes, strategies, data, know-how, trade secrets, designs, photographs, drawings, accounts, charts, spreadsheets, specifications, technical literature and other tangible and intangible information or material whether in oral, written (including copies), graphic or electromagnetic form on a confidential basis; This NDA and its content and the existence of the Permitted Purpose are Confidential Information.

“Disclosing Party” means the Party that discloses Confidential Information, directly or indirectly to the Receiving Party under or in anticipation of this NDA.

“Permitted Purpose” means the lawful use of Confidential Information for the purpose of performing the Project.

“Project” means to facilitate discussions, negotiations and arrangements to conclude and execute a business opportunity whereby both Parties may consider the investment opportunities.

“Receiving Party” means the Party receiving Confidential Information, directly or indirectly from the Disclosing Party under or in anticipation of this NDA

In this NDA headings are used for convenience only and shall not affect its interpretation. Furthermore, references to persons shall include (i) incorporated and unincorporated persons, (ii) reference to the singular include the plural and vice versa and (iii) references to the masculine include the feminine.

2. Confidential Information

2.1. “Confidential Information” includes without limitation (a) any information disclosed by or on behalf of the Disclosing Party to the Receiving Party including, without limitation, (i) any materials, trade secrets, know-how, formula, processes, algorithms, ideas, strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, accounts, spreadsheets and all other non-public information, material, or data relating to the past, current, or future business or operations of the Disclosing Party and (ii) any information, material, or data provided by third party vendors of the Disclosing Party, and (b) any analyses, compilations, studies, summaries, extracts, or other documentation prepared by the Receiving Party based on the Confidential Information disclosed by the Disclosing Party.

2.2. All Confidential Information is subject to the provision of applicable law and disclosure is permitted where so required by applicable law or a Court Order having competent jurisdiction.

3. Use and Disclosure of Confidential Information

3.1 Permitted Use

The Receiving Party will not utilise any Confidential Information received from the Disclosing Party for any purpose other than the Permitted Purpose and Project and for the benefit of the Disclosing Party or in order to facilitate the transactions in which the Parties are involved by mutual written agreement. The Receiving Party will not utilise the Confidential Information provided to it by the Disclosing Party to compete with the Disclosing Party, nor will the Receiving Party engage in reverse engineering of the Disclosing Party's Confidential Information or any other conduct which would directly or indirectly result in one Party misappropriating or improperly utilising the rights, property including any intellectual property rights, assets, or Confidential Information of the Disclosing Party. The Receiving Party will maintain the confidentiality of such Confidential Information using at least the same degree of care customarily used by the Receiving Party to protect its own Confidential Information, but under no circumstances will the Receiving Party use less than a reasonable degree of care. Upon request by the Disclosing Party, the Receiving Party will return all Confidential Information provided by the Disclosing Party to the Receiving Party.

3.2 General Exceptions

Notwithstanding any other provision hereunder Confidential Information will not be or will cease to be Confidential Information if (a) such Confidential Information was already public knowledge at the time it was learned by the Receiving Party, or subsequently came into the public domain through no fault of the Receiving Party, (b) such Confidential Information was lawfully received by the Receiving Party from a third party free of any obligation of confidence (c) such Confidential Information was already in the possession of the Receiving Party prior to the receipt hereunder whether directly or indirectly from the Disclosing Party, (d) such Confidential Information is subsequently and independently developed by the employees, consultants, or agents of the Receiving Party without reference to the Confidential Information disclosed under this NDA or (e) disclosure is required pursuant to Section 2.2 of this NDA.

3.3 Legal Exceptions

Notwithstanding any other provisions of this NDA, the Receiving Party may disclose any Confidential Information which is necessary or appropriate to disclose in order to comply with applicable laws, rules, and regulations or enable it to comply with its obligations hereunder or which those required under judicial or administrative proceedings after all reasonable legal remedies for maintaining such Confidential Information have been exhausted, including, but not limited to giving the Disclosing Party as much advance notice in writing of the possibility of such disclosure as so the Disclosing Party may attempt to obtain a protective order concerning the disclosure.

4. CIRCUMVENTION AND DISCLOSURE:

The respective Parties involved in this Agreement, agree not to circumvent each other. The Parties agree that they will not make any contact, directly or indirectly, written, oral, electronic or by any medium or entity outside the purview of the parties, or any contact whatsoever, with any introduced source without the express written consent of the introducing Party. Each of the listed Parties hereto, accepts and understands that any overt or covert action of circumvention or unauthorized disclosure shall constitute a breach of trust and shall be considered a breach of the terms and conditions of this Agreement.

Such action shall be subject to judicial action, and recompense. It is further agreed in the event that any Party circumvents the other, or discloses information to a third Party, which results in -- but is not limited to -- injury or loss of consideration to the other Party based on the above terms, the responsible Party shall be liable to the injured Party for damages equal to double the maximum fees, or other earnings it would have realized from any transactions conducted by the Party who is in breach of this Agreement. If either Party shall bring an action to recover payment or other compensation pursuant to the terms of this Agreement, the prevailing Party shall be entitled to reasonable solicitor and barrister fees and expenses as may be awarded including legal fees and costs, and recovery for liquidated damages and punitive damages as may be awarded by and through any legal process or jurisdiction where an action would be brought. In the event of a breach of the terms of this Agreement, the Parties hereby acknowledge that introducing Party may not have an adequate remedy at law and agree that in addition to other remedies, introducing party shall be entitled to seek injunctive or other equitable relief to enforce the performance thereof.

5. Term of NDA

This NDA will commence on the date of execution hereof and extend for a period of three years from the commencement date, unless renewed for subsequent one year periods by the mutual written agreement of the Parties hereto; provided, however, that the restrictions and obligations of this NDA relative to the use or disclosure of the Confidential Information will survive the termination or expiration of this NDA and continue as long as the Confidential Information is considered competitively sensitive by the Disclosing Party.

6. Continuing obligations

The continuing obligations of confidentiality under this NDA continue to apply to the Parties (in addition to any permitted assignee) after assignment or termination of this NDA.

7. Injunctive Relief

7.1 Damages Inadequate

Each party acknowledges that it would be impossible to measure in money the damages to the other Disclosing Party if there is a failure to comply with any covenants or provisions herein, and agrees that in the event of any breach of any covenant or provisions the Disclosing Party will not have adequate remedy at law.

7.2 Injunctive Relief

It is therefore agreed that the Disclosing Party who is entitled to the benefit of the covenants and provisions contained herein which have been breached, in addition to any other rights or remedies which it may have at law, will be entitled to immediate injunctive relief to enforce such covenants and provisions, and that in the event that any such action or proceeding is brought in equity to enforce them, the defaulting or breaching Party will not urge as a defence that there is an adequate remedy at law.

8. Waiver

If any Party at any time waives any rights hereunder resulting from any breach by the other Party of any of the provisions of this NDA, such waiver is not to be construed as a continuing waiver of other breaches of the same or any other covenant or provision herein. Resort to any remedies referred to herein will not be construed as a waiver of any other rights and remedies to which such Party is entitled under this NDA or otherwise.

9. Successors and Assigns

Each and every covenant and representation of this NDA will inure to the benefit of and be binding upon each of the Parties, their personal representatives, assigns and other successors in interest. Except as expressly provided herein, neither Party may assign nor otherwise delegate any of its respective rights or duties hereunder except as permitted or required under the laws of the England and Wales or otherwise with the prior written consent of the other Party.

10. Attorneys' Fees

In the event that either Party must resort to legal action in order to enforce the provisions of this NDA or to defend such suit, the prevailing Party will be entitled to receive reimbursement from the non-prevailing Party for all reasonable attorneys' fees and all other related costs incurred in commencing or defending such suit.

11. Entire Agreement

This NDA constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, statements, promises and undertakings whether oral or written, with respect to the subject matter hereof. This NDA may be modified only by a written agreement signed by both Parties.

12. Governing Law

This NDA will be governed by and construed in accordance with the laws of England and Wales without regard to conflicts of law. The venue for any legal proceedings under this NDA will be in the appropriate forum in the UK as may be agreed by the Parties or otherwise appointed by an independent body to whom the Parties shall agree upon.

13. Severability

If any term, provision, promise or condition of this NDA is held by a court of competent jurisdiction to be void, invalid, inoperative or otherwise unenforceable, the other terms, provisions, promises covenants and conditions hereof will remain in full force and effect and will in no way be affected, impaired or invalidated whatsoever.

14. Termination and Return on Demand

Upon termination of this NDA for any reason the recipient Party shall retain no Confidential Information and shall upon request from the Disclosing Party either return or destroy all Confidential Information which is in a tangible form and is in the possession of the recipient pursuant to this NDA, together with all copies thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this NDA on the date first written above.

ENTER UK MARKET LTD

your company name

By: _____

By: _____ *sign*

Bartosz Libicki

Print Name

Print Name

Managing Director

_____ *title*

Print Title

Print Title