InS Confidentiality Agreement

Date:

Parties:

(1) InS Services (UK) Limited ("the Recipient")

(2) ……..... ("the Discloser")

RECITALS

(A) Subject to the terms set out in this agreement the Discloser has agreed to divulge confidential information (as defined below) to the Recipient and its professional advisers relating to the Discloser and its subsidiaries.

(B) The disclosure of confidential information is intended for the purpose of attempting to obtain registration under the InS registration of Proprietary Substances and Nonfood Compounds.

1. UNDERTAKINGS

The Recipient hereby undertakes with the Discloser (for itself and as trustee for its subsidiaries and shareholders):

1.1. To maintain in the strictest of confidence any Confidential Information presented by the Discloser during the course of registration and not to pass on any such information or make any references towards its existence to any third party.

1.2. Not to use the Confidential Information in any way other than for the purpose of registration of Proprietary Substances and Non Food Compounds.

1.3. To implement measures that reserve access to the Confidential Information only to trusted employees and advisors who require such information to facilitate the registration.

1.4. To obligate any witness of the Confidential Information to abide by the terms set out in this agreement. The Recipient agrees to take on responsibility for any breach of the terms agreed by any such person.

1.5. That the Discloser of the Confidential Information shall not be deemed to confer any proprietary rights upon the Recipient to whom the Confidential Information is disclosed.

1.6. Not to reproduce any documentation containing in full or in part any Confidential Information other than that which is necessary to facilitate registration.

1.7. To return on request any extracts, documentation or other material containing or embodying Confidential Information to the Discloser.

1.8. To ensure that if an attempt is made by any third party requesting disclosure of Confidential Information or indicating an intention to obtain such information by imposing legal obligation on the Recipient, the Recipient will communicate in writing to the Discloser with the utmost of urgency detailing the specific information related to the request so that the parties involved in registration can work collectively to ensure the Confidential Information remains in the strictest of confidence.

1.9. That during the period of 2 years from the date this agreement comes into force the Recipient and its members will not directly or indirectly solicit or endeavour to entice away employees or associates of the Discloser who at the date of this agreement has access to the Confidential Information.

2. Acknowledgement and Confirmation

The Discloser hereby acknowledges and confirms to the Recipient as follows:

2.1. The Recipient nor any of its employees, subsidiaries, shareholders, agents, officers or advisers accept responsibility, liability or warranty, expressed or implied with respect to the accuracy or completeness of the Confidential Information.

2.2. Further more no such liability can be raised against the Recipient in relation to any written or oral communication regarding the Confidential Information to the extent that such representation or statement is incorporated into any legally binding contract executed between the parties.

2.3. The provisions of this agreement shall remain in effect without regards for the Recipient withdrawing from any proposed transaction or the destruction or return of the Confidential Information.

3. EXEMPTION

The above undertakings shall not apply to Confidential Information which:

3.1 Is within or enters the public domain or becomes publicly available other than as a result of a breach of this agreement.

3.2 Becomes lawfully available to the recipient from a third party free from any confidential restriction; or

3.3 The Recipient is required to disclose;

(a) by law;

(b) by any rule or regulation of any stock exchange;

(c) by any court procedure; or

(d) by any rule or regulation of any governmental authority,

Provided that it is practical to do so the Recipient shall consult with the Discloser prior to such disclosure with a view to agreeing its timing and content.

4. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” shall be regarded as any or all information in whatever form whether disclosed orally or in writing or whether eye readable or machine readable or in any other representation of form including, without limitation, the form, materials and design of any relevant equipment in whole or in part including any associated methods of operation and applications thereof, processes, formulae, plans, strategies, data, designs, specifications, photographs, drawings, technical literature and any related material made available by the Discloser to the Recipient during the course of negotiations before or after this agreement comes into effect.

5. SEVERANCE

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

6. GOVERNING LAW AND JURISDICTION

The provisions hereof shall be governed and construed by English law, and each party agrees to submit to the exclusive jurisdiction of English Courts.

Executed by (Disclosing Party)

Name:

……..

Title:

……..

Signature:

……..

Executed by (Recipient Party)

Name:

……..

Title:

……..

Signature:

……..