



X-Eng is a division of PSI Design Ltd
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Non Disclosure Agreement

This non-disclosure agreement ("Agreement") is between PSI Design Ltd and ("Receiving Party") an individual or Company, having contact details of:

Full Name: _____
Company Name: _____
Address Line 1: _____
Address Line 2: _____
Town: _____
County: _____
Post Code: _____
Telephone: _____
Email: _____

A. User wishes to receive certain trade secret, confidential and proprietary information or products (hereinafter collectively "Information"). This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. PSI Design Ltd is willing to disclose the Information and individual or Company is willing to receive the Information (as "Receiving Party") on the terms and conditions set forth herein.

C. Receiving Party wishes to receive the Information for the sole purpose of product test and development on behalf of PSI Design Ltd.

Therefore, PSI Design Ltd and Receiving Party agree, as follows:

1. That the disclosure of Information by PSI Design Ltd is in strictest confidence and thus Receiving Party will:

a. (1) Not disclose to any other person the Information and (2) use at least the same degree of care to maintain the Information secret as the Receiving Party uses in maintaining as secret its own secret information, but always at least a reasonable degree of care;

b. Use the Information only in connection with product test & development on behalf of PSI Design Ltd;

c. Restrict disclosure of the Information solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;

d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations;

e. Within fifteen (15) days following request of PSI Design Ltd, return to PSI Design Ltd all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to PSI Design Ltd, in writing, the destruction of such materials; and

f. Immediately upon sale of Receiving Party or merger of Receiving Party with a third party, return to PSI Design Ltd all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to PSI Design Ltd, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from PSI Design Ltd which (a)(1) was known to the Receiving Party prior to disclosure by PSI Design Ltd and (2) as to which the Receiving Party has no obligation not to disclose or use it, (b) is lawfully obtained by the Receiving Party from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the Receiving Party or (e) is generally disclosed by PSI Design Ltd to third parties without any obligation on the third parties.

3. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information disclosed by PSI Design Ltd, unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to the Receiving Party within thirty (30) days of the disclosure. Information disclosed by PSI Design Ltd in a written document or machine readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedule A attached hereto. Schedule A is incorporated herein by reference. Receiving Party hereby acknowledges receipt of the items listed in Schedule A, if any.

4. The Information shall remain the sole property of PSI Design Ltd.

5. PSI DESIGN LTD DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, PSI DESIGN LTD DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. PSI DESIGN LTD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.

6. In the event of a breach or threatened breach or intended breach of this Agreement by Receiving Party, PSI Design Ltd, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

7. The validity, construction, and performance of this Agreement are governed by the laws of the United Kingdom.

8. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

9. If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

This Agreement is binding upon PSI Design Ltd and Receiving Party, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by PSI Design Ltd shall survive termination of this Agreement.

PSI Design Ltd

Name: Simon Rafferty
Title: Managing Director
Date: 4th April 2006

(Receiving Party)

Name: _____
Title: _____
Date: _____

Signature: