

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AGREEMENT (the "Agreement") is by and between FT Matrix Ltd. (hereinafter "Disclosing Party") and the prospective undersigned investor/reader/viewer (hereinafter the "Recipient").

WHEREAS, FT Matrix Ltd agrees to furnish the Recipient certain confidential information relating to ideas, inventions, innovations, products and services for the purposes of determining an interest in investing, developing, manufacturing, distributing selling and/or joint venturing;

WHEREAS, the Recipient agrees to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms and conditions (see details below) of this Agreement.

BE IT KNOWN, that FT Matrix Ltd has or shall furnish to the Recipient certain confidential information and may further allow the Recipient the right to discuss or interview representatives of FT Matrix Ltd on the following conditions:

1. The Recipient agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
2. No copies will be made or retained of any written information or prototypes supplied without the express written permission of FT Matrix Ltd.
3. At the conclusion of any discussions, or upon demand by FT Matrix Ltd all confidential information, including copies of documents, prototypes, written notes, photographs, sketches, diagrams, forecasts, models, memoranda or notes taken shall be returned to FT Matrix Ltd.
4. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms and conditions of this Agreement, and have been approved by FT Matrix Ltd.
5. This Agreement and its validity, construction and effect shall be governed by the laws of the United Kingdom & Northern Ireland; Commonwealth; European Union; and all signatories of the WIPO Copyright Treaty.

AGREED AND ACCEPTED BY:

Date:	Recipient's Name:
Recipient's Address	Recipient's Signature

*Note this is a legally binding document, please read all sections carefully, sign, witness & post to:
2 Warner House, Harrovian Business Village, Bessborough Road, Harrow HA1 3EX, UK
Or Fax to: +44 (0)870 873 1271*

Terms & Conditions

Copyright© and all other intellectual property rights remain the sole, exclusive possession of the Disclosing Party including brand names, trademarks, product names, graphics, logos and icons. The Recipient hereby agrees to abide by all the terms and conditions herein by act of viewing, downloading, saving (in conventional or digital format), printing, copying or transmitting, by whatever means, any part or all of this investment proposal document, and associated materials, hereafter referred to as the "Confidential Information".

As a prospective investor, the Recipient may only view, copy and download all or part of this Confidential Information, as published on the InvestmentProposal.com website or proffered by the Disclosing Party, for your own personal use, which means that you cannot sell, resell, retransmit or otherwise make the Confidential Information available in any manner or on any media to any third party unless you have obtained the Disclosing Party's written consent.

1. Definitions. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of the Disclosing Party. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of the Disclosing Party whether or not such information is identified as Confidential Information by Disclosing Party. By example and without limitation, Confidential Information includes, but is not limited to, this investment proposal, the company's business plan and plan of operations.

For purposes of this Agreement, the term "Recipient" shall include the Recipient as an individual, the company they represent, and all affiliates, subsidiaries, and related companies of the Recipient. For purposes of this Agreement, the term "Representative" shall include the Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

2. Exclusions. Confidential Information does not include information that the Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished by the Disclosing Party to Recipient under the terms of this Agreement, provided the source of that information was not known by the Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Disclosing Party; (b) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known to the public; (c) is rightfully obtained by the Recipient from a third party, without breach of any obligation to Disclosing Party; or (d) is independently developed by the Recipient without use of or reference to the Confidential Information.

3. Confidentiality. The Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. The Recipient hereby agrees to indemnify the Disclosing Party against any and all losses, damages, claims, expenses, and legal fees incurred or suffered by the Disclosing Party as a result of a breach of this Agreement by the Recipient or its Representatives.

4. Permitted Disclosures. The Recipient may divulge the Disclosing Party's Confidential Information to the Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction, investment or relationship with the Disclosing Party and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement, and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5. Required Disclosures. The Recipient may divulge the Disclosing Party's Confidential Information if and to the extent that such disclosure is required by a court order, provided that the Recipient provides the Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. Use. The Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction, investment or relationship with the Disclosing Party and shall not in any way use the Confidential Information to the detriment of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights to the Recipient, by license or otherwise, to any of the Disclosing Party's Confidential Information.

7. Return of Documents. If the Recipient does not proceed with the possible investment or transaction with the Disclosing Party, the Recipient shall notify the Disclosing Party of that decision and shall, at that time or at any time upon the request of the Disclosing Party for any reason, return to the Disclosing Party any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of the Disclosing Party. The returning of materials shall not relieve the Recipient from compliance with other terms and conditions of this Agreement.

8. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation on the Disclosing Party to enter into any other agreement with the Recipient or prohibit the Disclosing Party from providing the same or similar information to other parties and entering into precisely the same or similar agreements with other parties. The Disclosing Party reserves the right, at its sole discretion, to reject any and all proposals made by the Recipient or its Representatives with regard to a transaction between the Recipient and the Disclosing Party and to terminate discussions and negotiations with the Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by the Disclosing Party and the Recipient.

9. Irrevocable Harm. The Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information is in clear violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. The Recipient expressly waives the defence that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Disclosing Party.

10. Statute of Limitation. This Agreement shall remain in force between the Disclosing Party and the Recipient and Representatives until such time that the Disclosing Party issues a written notification rescinding all the terms and conditions stated in this Agreement. The Recipient and Representatives may submit in writing a petition to the Disclosing Party that the terms and conditions of this Agreement be wholly or partially lifted temporarily or permanently removed. Compliance with such a Recipient/Representative petition is at the Disclosing Party's sole discretion. No statute of limitation exists pertaining to this Agreement, saving that when all Confidential Information herein is in the public domain by virtue of release by the Disclosing Party.

AGREED AND ACCEPTED BY:

Date:	Recipient's Name:
Recipient's Address	Recipient's Signature

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