

This AGREEMENT is made this _____ day of Month

BETWEEN

1. RFL Credit Limited whose office is at First Floor Suite, Masonic Hall, Earl Road, Mold, CH7 1AX
2. THE APPLICANT

Together referred to as "The Parties" and "Party" "Disclosing Party" and "Receiving Party".

To ensure the confidential and proprietary status of information, which may be disclosed to each Party in connection with their pursuit of certain business opportunities and in consideration of the disclosure of Confidential Information from one Party to the other party, they agree as follows:

1. Definitions

1.1 "Confidential Information" means any information whether in written, oral, audio, visual or any other

format and made available by whatever means whether or not it is specifically declared to be Confidential Information prior to the disclosure and shall include:

- 1.1.1 Reports generated by the Parties relating to any discussions, evaluations or negotiations into which the Parties may enter; and
- 1.1.2 Data and information relating to the business, contractual relationships or financial affairs of the Disclosing Party; and
- 1.1.3 Marketing, strategic or business information and plans, data flow models, service and product definitions, proprietary rules, pricing, trade secrets, marketing plans, customer lists or proposals, sketches, models, samples, drawings, specifications and all other technical information which might reasonably be of commercial interest to the Disclosing Party; and
- 1.1.4 Proprietary computer software including any programs, source or object codes, databases, specifications, techniques, technical information and procedures contained in any of the foregoing and other related information or materials of any type; and
- 1.1.5 Information relating to the Intellectual Property Rights of the Disclosing Party

The definition of Confidential Information shall include all such information, which relates to either the Disclosing Party or any of its Affiliates.

1.2 "Intellectual Property Rights" means patents, trade marks, design rights, applications for any of the copyright, database rights, trade or business names and other rights and obligations.

1.3 "Affiliate" means any subsidiary, division, parent or holding company of either Party, as the context requires.

2. Undertakings of the Receiving Party

2.1 The Receiving Party agrees that any Confidential Information disclosed to it by the Disclosing Party will be used solely for facilitating discussions and negotiations with the Disclosing Party and for establishing a business relationship with the Disclosing Party and not for any other purpose.

2.2 The Parties agree that the Confidential Information is of a proprietary and confidential nature and will remain the property of the Disclosing Party and that the Receiving Party will receive and maintain the Confidential Information in strictest confidence and will ensure that the Confidential Information is kept and held in a secure manner.

2.3 Unless written permission is obtained from the Disclosing Party, the Receiving Party shall not distribute, disclose or disseminate Confidential Information to anyone except those of its own employees, agents, advisors, representatives or Affiliates with a need to know.

RFL Credit MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT page 2
cont.

2.4 At the Disclosing Party's request, all Confidential Information of the Disclosing Party in the possession of the Receiving Party will be immediately returned or securely destroyed.

3. Exemptions

3.1 This Agreement does not apply to information that the Receiving Party is clearly able to demonstrate by documentary evidence:

3.1.1 Is now or hereafter comes into the public domain otherwise than by violation of this Agreement;

3.1.2 Was lawfully already in the possession of the Receiving Party before the date of this Agreement;

3.1.3 Has been lawfully disclosed by a third party which had full rights to disclose it on a non-confidential basis;

3.1.4 Is developed independently by employees of the Receiving Party without the benefit of the Confidential Information supplied by the Disclosing Party; or

3.1.5 Has been disclosed by requirement of a Government agency or regulatory body or by operation of law.

3.2 In the event that either Party becomes legally compelled to disclose any of the Confidential Information of the other Party, that Party will (except to the extent that the giving of notice would be prevented by any law or regulation) provide the other Party with prompt notice to the extent reasonably practical so that the other Party may seek a protective order or otherwise ensure the confidentiality of the Confidential Information by other appropriate remedy. In the event that such a protective order or other appropriate remedy is not obtained, the Party required to disclose any of the Confidential Information will furnish only that portion of the Confidential Information which the Party is advised (by opinion of counsel at the cost of the Disclosing Party) is legally required and will use all reasonable efforts, to obtain warranties that confidential treatment, of at least the standard required by this Agreement, will be accorded to the Confidential Information.

4. Confidentiality of Negotiations

Without the other Party's prior written consent, neither Party nor its agents, representatives or employees will disclose to any person the fact that the Confidential Information has been made available, that discussions are taking place between the Parties or any of the terms, conditions or other facts with respect to any such discussions.

5. Indemnity

The Receiving Party shall indemnify the Disclosing Party against all costs, claims, damages, liabilities and expenses incurred by the Disclosing Party howsoever arising as a result of any breach of this Agreement by the Receiving Party and/or its directors, officers or employees.

6. Intellectual Property Rights

6.1 Where the Confidential Information to be disclosed to the Receiving Party includes any information pertaining to the Disclosing Party's Intellectual Property Rights then the Intellectual Property Rights shall be subject to the confidentiality obligations as set out in this Agreement.

- 6.2 Unless expressly provided, the Disclosing Party grants no licence or right to the Receiving Party under any patent, trademark, copyright or any other Intellectual Property Right.

7. Data Protection

Where the Confidential Information includes any Personal Data as defined by the Data Protection Act 1998, the Receiving Party shall if applicable comply with the obligations of the Data Protection Act 1998 in respect of that Personal Data. In particular the Receiving Party shall put in place appropriate organisational and security measures in respect of that Personal Data disclosed to it to protect against unauthorised use. The applicant allows the receiving party to use any information forwarded to support a credit application as they see fit or deem necessary

RFL Credit MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT page 3
cont.

8. Miscellaneous

- 8.1 No warranty is given nor may be implied as to the accuracy or completeness of the Confidential Information.
- 8.2 Neither this Agreement nor the disclosure or receipt of Confidential Information constitutes or implies a promise or intention to make any purchase of products or services by either Party.
- 8.3 The obligations contained in this Agreement shall be continuing obligations and shall continue in full force and effect until such Confidential Information becomes generally known in the public domain otherwise than by violation of this Agreement.
- 8.4 The Parties acknowledge and agree that damages would not be an adequate remedy for any breach by the other Party of the provisions of this Agreement and that, without prejudice to all other remedies to which the Disclosing Party may be entitled as a matter of law, the Disclosing Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any breach of the provisions of this Agreement and no proof of special damages shall be necessary for the enforcement of this Agreement.
- 8.5 No amendments, modifications or additions to this Agreement will be binding unless in writing and signed by each Party.
- 8.6 A person who is not a party to this Agreement shall have no rights pursuant to the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 8.7 No failure or delay by the Disclosing Party in exercising any right or power or privilege under this Agreement shall constitute a waiver nor shall any exercise preclude further exercise thereof or the exercise of any right or power or privilege.
- 8.8 Neither Party may assign nor transfer this Agreement provided however, either Party may, upon written notice to the other Party, assign this Agreement to any entity that acquires all or substantially all of its business.
- 8.9 Nothing in this Agreement will give rise to a partnership, joint venture or franchise between the Parties or shall be deemed to constitute either Party as the agent of the other or allow either Party to hold itself out as acting on behalf of the other.
- 8.10 This Agreement contains all the terms agreed by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing in respect of the subject matter of this Agreement.
- 8.11 If any provision of this Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such provision shall be deemed not to form part of this Agreement and the validity and enforceability of the remainder of the term or provision and this Agreement shall not be affected.

8.12 The laws of England will govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the English courts for the resolution of all disputes arising out of or in connection with this Agreement.

IN WITNESS this Agreement has been signed on behalf of each Party by its duly authorised representative as of the day and year first above written.

Signed on behalf of RFL credit limited

Signed on behalf of

Signature _____ Signature

Name _____ Name _

Title Title

RFL Credit Ltd 1st Floor Suite, Masonic Hall, Earl Road, Mold CH7 1AX

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Company Number 14298324