

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the day of []

BETWEEN: **AMOG Consulting Ltd UK (Company No. 9030576)**
Trading as AMOG Consulting

A company registered at: Hilltop Marl pits Lane, Ninfield, East Sussex, United Kingdom

Place of business: April Cottage
 King Charles Quay
 Falmouth, Cornwall
 TR113HQ, United Kingdom.

AND

[]

A company incorporated in: []

Place of business: []

Each of the parties being referred to as the "*DISCLOSING PARTY*" or the "*RECEIVING PARTY*" as the case may be.

1. The *DISCLOSING PARTY* and *RECEIVING PARTY* are in discussions relating to:

THE AMOG WAVE ENERGY CONVERTER

In connection with these discussions (hereinafter referred to as the "*THE PURPOSE*"), the *DISCLOSING PARTY* is willing, in accordance with the terms and conditions of this *AGREEMENT*, to disclose to the *RECEIVING PARTY* (whether directly or indirectly) certain confidential information, which is proprietary to itself (hereinafter referred to as the "*CONFIDENTIAL INFORMATION*").

2. *CONFIDENTIAL INFORMATION* means but is not limited to all information passing from *DISCLOSING PARTY* or affiliated company to the *RECEIVING PARTY* relating to the *THE PURPOSE* including but not limited to trade secrets, drawings, know-how, techniques, source and object code, business and marketing plans, and projections, profit and loss statements, management reports, arrangements and agreements with third parties, customer information and customer information proprietary to customers, formulae, customer lists, concepts not reduced to material form, designs, plans, models and third party information disclosed in confidence.
3. In consideration of the disclosure referred to in Paragraph 1 hereof, the *RECEIVING PARTY* agrees that the *CONFIDENTIAL INFORMATION* shall be used only for *THE PURPOSE* and shall be kept strictly confidential subject only to Paragraph 7 of this *AGREEMENT*.
4. The *RECEIVING PARTY* warrants that it will maintain the confidentiality of *DISCLOSING PARTY*'s confidential information. The *RECEIVING PARTY* further covenants that it shall not disclose the *CONFIDENTIAL INFORMATION* or suffer or permit it to be disclosed in whole or in part to any person including its employees, agents, independent contractors and associated companies, or make any use of that *CONFIDENTIAL INFORMATION* without first obtaining the written consent of *DISCLOSING PARTY*' and having such person execute a

confidentiality agreement in the same terms as this *AGREEMENT*.

5. The *RECEIVING PARTY* warrants that it will take all precautions necessary including those precautions it normally takes with its own confidential and proprietary information to prevent disclosure of *DISCLOSING PARTY'S CONFIDENTIAL INFORMATION* to third persons
6. The *RECEIVING PARTY* warrants that it will not produce, reproduce in any form or adapt any product, literary work, prototype or apparatus or perform any process incorporating any of *DISCLOSING PARTY'S CONFIDENTIAL INFORMATION* without the written consent of *DISCLOSING PARTY*.
7. The *RECEIVING PARTY* may disclose the *CONFIDENTIAL INFORMATION* without the *DISCLOSING PARTY'S* prior written consent only to the extent that such information:
 - a) is already known to the *RECEIVING PARTY*, as evidenced by its written records, as at the date of disclosure hereunder;
 - b) is already in the possession of the public or becomes available to the public other than through the act of omission of the *RECEIVING PARTY*;
 - c) is required to be disclosed under applicable law or by a government order, decree, regulation, rule, or by the rules and regulations of any recognised stock exchange on which the shares of the *RECEIVING PARTY* or its Affiliated companies are quoted; or,
 - d) is acquired independently from a third party which is rightfully in possession of it and not bound by any obligation or confidentiality restriction in respect thereof.
8. The *CONFIDENTIAL INFORMATION* shall remain the property of the *DISCLOSING PARTY* and the *DISCLOSING PARTY* may demand the return thereof at any time upon giving written notice to the *RECEIVING PARTY*. Within 30 days of receipt of such notice, the *RECEIVING PARTY* shall return all of the original *CONFIDENTIAL INFORMATION* and shall destroy all copies and reproductions (both written and electronic) in its possession.
9. The *DISCLOSING PARTY* makes no representations or warranties, express or implied, as to the quality, accuracy or completeness of the *CONFIDENTIAL INFORMATION* disclosed hereunder.
10. The *RECEIVING PARTY* acknowledge that *DISCLOSING PARTY'S CONFIDENTIAL INFORMATION* and any adaptation improvement or development of the subject matter of it is the property of *DISCLOSING PARTY*. The *RECEIVING PARTY* shall take any steps necessary including executing any assignment or other documents to give full effect to *DISCLOSING PARTY'S* title.
11. The *RECEIVING PARTY* shall notify the *DISCLOSING PARTY* immediately it becomes aware of any threatened or suspected breach of the confidentiality of the *DISCLOSING PARTY'S CONFIDENTIAL INFORMATION* and shall co-operate with the *DISCLOSING PARTY* in any action to prevent or stop such breach.
12. The *RECEIVING PARTY* shall assume responsibility for the actions of its consultants and employees who have access to the *CONFIDENTIAL INFORMATION* and shall ensure that the consultants and employees shall be similarly bound by the obligation created under this *AGREEMENT*.
13. The *RECEIVING PARTY* acknowledges that *DISCLOSING PARTY'S CONFIDENTIAL INFORMATION* is highly valuable to it and that any breach of its confidentiality will cause loss to the *DISCLOSING PARTY*.
14. The *RECEIVING PARTY* agrees that damages would not be an adequate remedy for any breach by it of the

