

CONFIDENTIALITY AGREEMENT

BETWEEN

NOVARUM PARTNERS LIMITED

&

AFFILIATES

Novarum Group AG
Novarum Global Trading GmbH
Novarum Global Technologie GmbH
Novarum Risk Management UK Limited
Novarum Risk Management US LLC

AND

[_____]

AGREEMENT dated as of the ____day of _____, 200__, by and between _____, having its principal place of business at _____, and NOVARUM PARTNERS LIMITED, a British Virgin Islands Business Company, having its registered offices at Woodbourne Hall, P.O. Box 3162, Road Town, Tortola, British Virgin Islands VG1110, and its Affiliates.

WITNESSETH

WHEREAS, the parties hereto desire to exchange certain information and data deemed proprietary and confidential and relating to their operations, financial conditions or existing and potential products, services or business ideas in connection with the development of such products, services or ideas or other transactions between the parties.

WHEREAS, for purposes of this Agreement, the party that is disclosing information under this Agreement shall be referred to as the “Disclosing Party” and the party that is receiving information under this Agreement shall be referred to as the “Receiving Party.”

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONFIDENTIAL INFORMATION

For the purposes of this Agreement, “Confidential Information” shall mean information and data received by the Receiving Party from the Disclosing Party which has been marked “Proprietary and Confidential” by the Disclosing Party, or in respect of which the Receiving Party has received from the Disclosing Party specific written notice of its proprietary and confidential nature. Notwithstanding the foregoing, the following information shall not be deemed to be Confidential Information:

- (a) Information that was substantially known by the Receiving Party at the time of such disclosure as demonstrated by its written records;
- (b) Information that was known to the public at the time of such disclosure or becomes known to the public (other than by an act or omission of the Receiving Party) subsequent to such disclosure;
- (c) Information that is disclosed lawfully to the Receiving Party by a third party subsequent to such disclosure;
- (d) Information that is independently developed by the Recipient without reference to the Confidential Information; or
- (e) Information that is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives to the Disclosing Party prior written notice of such required disclosure and provides the Disclosing Party with reasonable assistance (at the Disclosing Party’s expense) in contesting such disclosure.

ARTICLE 2 CONFIDENTIALITY

The Receiving Party shall not disclose, directly or indirectly, in whole or in part, to any third person, firm or corporation, any Confidential Information which it receives from the Disclosing Party, and may only use such Confidential Information in connection with evaluating a possible business relationship between the parties. The Receiving Party shall only furnish the Confidential Information to its employees on a need-to-know basis. The Receiving Party shall not use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as provided in this Article 2. The Receiving Party shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential and

proprietary information but in no event shall the Receiving Party use less than reasonable care. Neither party hereto shall disclose to any other person that such party has met with representatives of the other party or that the parties have discussed any projects.

ARTICLE 3 OWNERSHIP OF INFORMATION

All Confidential Information shall be and remain the property of the Disclosing Party. All Confidential Information is being furnished by the Disclosing Party on an “as is” basis, without any warranties, express or implied.

ARTICLE 4 TERMINATION

Either party hereto may terminate this Agreement at any time by delivering a written notice of termination to the other party. Upon termination, the Receiving Party shall return to the Disclosing Party all copies of the Confidential Information or other materials incorporating Confidential Information in the possession of its employees, agents or advisors, or, if so instructed by the Disclosing Party, the Receiving Party shall destroy all such copies. Notwithstanding such termination, the restrictions on disclosure and use of Confidential Information arising under this Agreement shall continue to be effective after the date of termination.

ARTICLE 5 NO BUSINESS COMMITMENTS; ACKNOWLEDGEMENT OF SIMILAR INITIATIVES

Nothing herein shall impose any obligation on the part of either party to participate in or pursue the contemplated business relationship or to make any proposal, or to enter into any discussions, negotiations, or agreements with respect thereto. Except as herein expressly stated, no obligation or liability will be imposed upon either party except pursuant to a subsequent definitive written agreement signed by an authorized officer of each party. Each party recognizes that the other (including certain of its corporate affiliates) may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products to those being considered under this Agreement. Such services or products may be competitive with those of the other and may display the same or similar functionality. Nothing in this Agreement

shall be construed to prevent either party from engaging independently in such activities, provided it does not utilize the Confidential Information of the other in order to do so.

ARTICLE 6 COMPLETE AGREEMENT; AMENDMENT, WAIVER

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Agreement may not be amended or any provision hereof waived, in whole or in part, except by writing signed by both parties hereto.

ARTICLE 7 NO ASSIGNMENT

This Agreement may not be assigned or transferred by either party.

ARTICLE 8 INJUNCTIVE RELIEF; COSTS OF ENFORCEMENT

The Receiving Party hereby acknowledges and agrees that any breach or threatened breach of this Agreement by the Receiving Party shall result in irreparable harm to the Disclosing Party for which monetary damages will be inadequate and that Disclosing Party shall be entitled to equitable relief, including an injunction, in addition to any other remedies available at law. In the event that the Disclosing Party prevails in any lawsuit related to a breach of this Agreement by the Receiving Party, the Disclosing Party shall be entitled to recover its reasonable attorneys' fees and other out-of-pocket expenses incurred in connection therewith.

ARTICLE 9 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FOR AND ON BEHALF OF NOVARUM PARTNERS
LIMITED & AFFILIATES

By: _____

Name: _____

Title: _____

FOR AND ON BEHALF OF
[_____]

By: _____

Name: _____

Title: _____