



Ink Aviation

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Registered in Hong Kong
Company Number 1383813

MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement")

THIS AGREEMENT made as of the _____ 20____.

BETWEEN

(1) _____ with its principal place of business at

-and-

(2) **INK AVIATION** with its principal place of business at Institución Ferial Alicantina, N-340, KM-731, Torrellano, 03320 Alicante, Spain.

RECITALS

- (A) For the purpose of trying to negotiate a business relationship between the Parties ("the Negotiations") each of the Parties has agreed to provide to the other and to the professional advisers of that other party Confidential Information (as defined below) relating to each other and their respective subsidiaries.
- (B) In consideration of each of the Parties disclosing to the other Confidential Information each Party has agreed to undertake to the other in the terms set out below.

The parties agree as follows:

1. DEFINITIONS

"Confidential Information":

shall mean any and all information in whatever form disclosed by the Parties whether orally, electronically or in writing or whether eye readable, machine readable or in any other form including, without limitation, the form, materials and design of any relevant software or equipment or any part thereof, the methods of operation and the various applications thereof, processes, formulae, plans, business plans, strategies, financial information, data, know-how, ideas, designs, source code, object code, photographs, drawings, specifications, technical literature, information relating to employees, customers, suppliers or content providers and any other material made available by one Party to the other Party or gained by the visit by one Party to any establishment of the other Party whether before or after this Agreement is entered into, for the purpose of considering, advising in relation to or furthering the Negotiations (and any information derived from such information) and provided that such information is by its nature clearly confidential (whether or not that information is marked or designated as confidential or proprietary).

2. UNDERTAKINGS

Each Party hereby undertakes with the other Party (but so that in this paragraph "Confidential Information" shall mean only Confidential Information which is provided by or on behalf of that other Party):

- 2.1 to maintain the Confidential Information in strict confidence and, save as provided herein, not to divulge any of the Confidential Information to any third party and in addition not to communicate, indicate or suggest to any third party the existence of the Negotiations;
- 2.2 not to make use of the Confidential Information other than for the purpose of the Negotiations;
- 2.3 to restrict access to the Confidential Information only to its own responsible employees or professional advisers who need to have such access for the purposes of the Negotiations and to impose upon such persons obligations of confidentiality equivalent to those contained herein (and to be responsible for any breach of the terms of this Agreement by its own employees or advisers);
- 2.4 that it shall not at any time reverse engineer, decompile or disassemble any software disclosed to it in the course of the Negotiations and it shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information.
- 2.5 that the disclosure of the Confidential Information shall not be deemed to confer any proprietary rights upon the Party to whom the Confidential Information is disclosed nor shall such disclosure be construed as granting any license of rights of any intellectual property in the disclosing Party;
- 2.6 to take or to permit to be taken only such copies of any document or other material (in whatsoever medium) embodying any of the Confidential Information as are reasonably necessary for the purposes mentioned herein and forthwith on request at any time to return (and procure the return by any third party to whom disclosure of any of the Confidential Information by it has been made) to the other Party or as it may direct all or any of the documents or other material containing or embodying the Confidential Information together with all copies thereof and extracts there from;
- 2.7 to confirm to the other Party in writing at any time on request that it has complied with the provisions hereof;
- 2.8 if one Party receives any communication requesting disclosure of any of the Confidential Information or indicating an intention to obtain or the fact that there has been obtained any order which would oblige that Party in law to disclose any of the Confidential Information, that Party will (immediately and by the fastest means possible, confirmed in writing) communicate to the other Party the fact that the communication has been received and all details of the same with a view to the Parties co-operating in taking all reasonable and proper steps to ensure so far as is possible that the Confidential Information and the Negotiations are maintained in the strictest confidence and
- 2.9 that during the period of two years from the date of this Agreement each Party shall not, and shall procure that members of the group of companies of which it is a part shall not, directly or indirectly:



- (a) solicit or endeavour to entice away any employees of the other Party who at the date of this Agreement holds or otherwise has access to the Confidential Information;
- (b) enter into competition with the business of the other Party as carried on at the date of this Agreement.

Each party agrees that it considers that the restrictions contained in this paragraph are no greater than is reasonable and necessary for the protection of the other Party's interests.

3. ACKNOWLEDGEMENT AND CONFIRMATION

Each Party hereby further acknowledges and confirms to the other as follows:

- 3.1 that the Confidential Information is proprietary information of the Parties the disclosure of which could adversely affect the disclosing Party and result in economic harm;
- 3.2 that neither Party nor any of its subsidiaries, nor any of its or their respective advisers nor any of its shareholders, agents, officers or employees accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith unless and save to the extent that such representation, statement or expression of opinion or warranty is expressly incorporated into any legally binding contract executed between the Parties;
- 3.3 that the provisions of this Agreement shall continue in effect notwithstanding any decision by the Parties not to proceed with the proposed transaction or any return or destruction of the Confidential Information;
- 3.4 that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement and, accordingly, without prejudice to any and all other rights or remedies that either Party may have against the other each shall be entitled without proof of special damage to the remedies of temporary or permanent injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement;
- 3.5 that if either of the Parties furnish or have furnished any confidential information of its subsidiaries, the receiving Party will have the same obligations to such subsidiary with respect to such information as it has to the other Party with respect to the Confidential Information as if all references in this Agreement to that Party were references to such subsidiary; and
- 3.6 that this Agreement contains the entire agreement between the Parties and supersedes all prior oral, or written representations, understandings, or agreements. Any changes to this Agreement must be agreed in writing by both Parties. Each clause of this Agreement is severable if deemed void, illegal or unenforceable by a court or competent authority.

4. EXCEPTIONS

The above undertakings shall not apply to Confidential Information which:-

- 4.1 is or becomes publicly available, other than as a result of a breach of this Agreement, or becomes lawfully available to the Party to whom it is disclosed for the purposes of the Negotiations from a third party free from any confidentiality restriction;



- 4.2 was already in the possession of the receiving Party (as shown by its pre-existing written records or electronic) before it was disclosed to the receiving Party;
- 4.3 was independently developed without access to or use of the Confidential Information;
- 4.4 either Party is required to disclose;
 - (a) by law;
 - (b) by any rule or regulation of any stock exchange;
 - (c) by any Court procedure; or
 - (d) by any rule or regulation of any governmental or other competent authority.

provided that, so far as is practicable to do so the disclosing Party shall consult with the other Party prior to such disclosure with a view to agreeing its timing and content.

5. TERM

This Agreement shall continue in force for a period of 2 years from the date of this Agreement is signed by both parties and controls only Confidential Information which is disclosed during this period. Notwithstanding termination or expiration of this Agreement, all Confidential Information disclosed hereunder shall be protected in accordance with this Agreement.

SIGNED FOR AND ON BEHALF OF _____

SIGNATURE: _____

PRINT NAME: _____

POSITION IN COMPANY: _____

DATE: _____

SIGNED FOR AND ON BEHALF OF **INK AVIATION**

SIGNATURE: _____

PRINT NAME: _____

POSITION IN COMPANY: _____

DATE: _____

