



CONFIDENTIALITY AGREEMENT

This Agreement is entered into by and between Intermedia Global Limited and including all group companies and subsidiaries.

Intermedia Global Limited acknowledges that during the course of their relationship with that they may be given access to Confidential Information as defined below. The purpose of this Agreement is to ensure that such Confidential Information is properly protected and used.

1. Definition of "Confidential Information". Confidential Information means any information which possesses, which has commercial value or the unauthorised disclosure of which could cause loss or harm to

2. Position of Trust/Ownership of Confidential Information. Intermedia Global Limited agrees that their relationship with is one of trust and confidence with respect to Confidential Information, and that will entrust Confidential Information to Intermedia Global Limited in reliance upon such relationship. Intermedia Global Limited further agrees that is the sole owner of all Confidential Information and that does not give up any of its ownership rights by providing Confidential Information to for use by Intermedia Global Limited.

3. Protection of Confidential Information. Intermedia Global Limited agrees that they will not disclose Confidential Information to others, either directly or indirectly, and will use Confidential Information only in their work for and not for their own purposes or the purposes of others.

4. Responsibilities Upon Termination of Relationship. If, for any reason, the relationship with terminates, Intermedia Global Limited agrees to deliver to everything in their possession which contains Confidential Information.

5. Terms of Agreement. Regardless of the date this Agreement is signed, the Agreement is effective as at the time of which any Confidential Information is disclosed to Intermedia Global Limited. This Agreement will remain in force indefinitely. Even if the relationship between and Intermedia Global Limited terminates, the non-disclosure and non-use provisions of Paragraphs 2 and 3 above will remain in full force.

6. Entire Agreement. This Agreement fully expresses the entire understanding of the parties with respect to Confidential Information, and supersedes any prior oral or written agreement on this subject. This Agreement can only be modified or terminated on behalf of in a written document signed by an officer of The Company.

7. Legal Fees/Governing Law. and Intermedia Global Limited agree that should there be a litigation alleging a breach of any of the promises or obligations of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable legal fees, and costs of such litigation from the other party. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the UK.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth below.

SIGNED OF BEHALF OF

..... Signed: Date:

NAME:

SIGNED ON BEHALF OF

Intermedia Global Limited Signed: Date:

NAME: Neil McCarthy