NON-DISCLOSURE AGREEMENT

ExitValhalla

This is an Agreement between:
EXITVALHALLA COUNSULTING

And NAME ("US"): .....

1. In consideration of the disclosure by you to us of any Confidential Information in respect of a company (the "Opportunity") you undertake that you will:
. (a) Use and apply the Confidential Information solely for the purpose of evaluation of the Opportunity;
. (b) Keep permanently confidential all such Confidential Information supplied to you at any time by us during the proposed evaluation and any such subsequent discussions;
. (c) Not at any time disclose or otherwise make available to any third party any of the Confidential Information other than:
. (i) To those of your officers and employees who are required in the course of (and solely for the purpose of) such evaluation of the Opportunity to receive and consider the Confidential Information (and you agree that any such disclosure is on the basis that such officers and employees are made aware of and accept the strict provisions of this undertaking); and
. (ii) To your professional advisers and you agree that any such disclosure to them is on the basis that they and their staff are made aware of and accept the strict provisions of this undertaking.

2. "The Confidential Information" shall mean all financial, commercial, technical, operational, staff, management and other information, data and know-how regarding the Opportunity, including but not limited to its products, services, assets, costs, prices, customers, suppliers and employees which may be supplied in writing or in any other form by Us to you or your agents, employees, officers or advisers.
3. You shall upon receipt of a written demand from us immediately return the Confidential Information together with any copies in your possession or that of your professional advisers. You shall at all times keep a full and accurate record of all copies made of the Confidential Information and of those persons who have access to it, and you shall provide us with copies of such records promptly upon request. The "Confidential Information" shall include records or copies of the Confidential Information, in whatever medium and all reports or analyses of the information or based on or derived from it.
4. Your obligations under the above shall not apply to any Confidential Information:
. (a) Which is public knowledge at the date of disclosure to you or subsequently becomes public knowledge through no act or failure to act on your part; or
. (b) Which is known to you at the date of disclosure to you and is not subject to any restriction on disclosure imposed by a third party.
5. You acknowledge that the Confidential Information has not been independently verified by us and you shall not rely on the Confidential Information as statements or representations of fact and will satisfy yourselves as to the correctness of each of them.
9. This agreement is governed by and shall be construed in accordance with English Law.

Signed by [NAME]:

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Signature: .....
Date: Signed by [NAME]:

.....

Signature:

Date:
.....