



EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated

And is made between:

Procleanse Limited whose registered office is at 28/30 Grange Road West Birkenhead

And

It is hereby agreed as follows:

Definitions

1. In this Agreement, unless the context otherwise requires, 'Confidential Information' means all information in respect of the business of the Company and clients, including, but not limited to, any ideas, business methods, prices, finance, marketing, research, development, manpower plans, processes, market opportunities, intentions, design rights, product information, customer lists or details, trade secrets, computer systems and software, know-how or listings imparted by the Company, and other matters connected with the products or services manufactured, marketed, provided or obtained by the Company, and information concerning the Company's relationships with actual or potential clients or customers and the needs and requirements of such clients' or customers' operations.

Obligation of confidentiality

2. The Employee agrees to treat as confidential all information supplied by or on behalf of the Company in connection with the Company's business and all other confidential aspects of the business as defined in 'Confidential Information' above.

Exclusions

3. This obligation of confidentiality does not apply to:
 - Any information received from a third party who was legally free at the time of disclosure to disclose it; or
 - Any information already in the public domain.

Duties of Employee



4. The Employee shall not, without the prior written consent of the Company, permit any of the Confidential Information:
 - To be disclosed, except to those of the Company's employees who may need to have such information; or
 - To be copied or reproduced; or
 - To be commercially exploited in any way; or
 - To pass outside the control of the Employee.
5. The Employee will keep a record of Confidential Information received and of the people holding that information and will make that available to the Company on request.
6. The Employee will return to the Company all documents containing Confidential Information and all copies of those documents on demand which are in their possession or under their control, and for this purpose the term 'documents' includes computer discs and all other materials capable of storing data and information.

SIGNED:

...D Mitchell.....
Director
For and on behalf of the Company

SIGNED:

.....
(Name of employee)

Any breach of the above terms will result in instant dismissal