PETROCAD THE TRUE FOUNDATION FOR WELL ENGINEERING	Mutual Confidentiality Agreement / Non Disclosure Agreement

MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made BETWEEN:

22 St. John Street, Newport Pagnell, Buckinghamshire, England, MK16 8HJ

AND

The Client

WHEREAS:

a) Both parties desire to enter into discussions / work together.

b) Such discussions will necessitate disclosure of information concerning the business affairs of both parties.

c) The parties agree that any such disclosure is treated as made "in confidence" and shall remain confidential and secret and subject to the terms of this Agreement and each party agrees that it will take all reasonable steps to protect the secrecy of any confidential information and prevent it from falling into the public domain or the possession of other persons.

THE PARTIES AGREE as follows:

1. Information disclosed under this Agreement (hereinafter known as "confidential information") shall include, but not be limited to, commercial, financial, technical, operational, marketing, promotional, or such other information, in whatever form, which concerns the business and affairs of the disclosing party and shall include confidential information disclosed orally or in writing and which would appear to a reasonable person to be confidential or proprietary. Extending to all 3rd party confidential information that the parties may be exposed to during the normal course of business.

2. The parties agree to hold all confidential information in trust and in confidence and not to use it for any purpose other than the contemplated purpose.

3. No copies are to be made or retained of the confidential information received from the other party.

4. No right or license is granted by either party to the other and the information remains the property of the disclosing party at all times.

5. Neither party shall without prior written consent of the other, disclose to any third party any confidential information obtained from the other in pursuance of this Agreement.

6. The restriction in paragraph 5 shall not apply to information which:

a) Is already in or comes in to the public domain, other than in breach of this Agreement, or

b) Is already known within the industry prior to the date of this Agreement, or

c) Is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction, or

d) Is information that both parties agree in writing to disclose.

7. The parties acknowledge that any breach or violation of this Agreement is likely to cause loss or damage to the party whose information is disclosed and in that event that party shall be entitled to apply for injunctive relief or claim damages in the event of a breach, in addition to any other available remedies.

8. This Agreement shall remain in force until such time as the confidential information enters the public domain, other than through a breach of this Agreement or this Agreement is terminated in writing by either party.

9. The parties shall immediately return all documents containing confidential information which are in their possession and which belong to the other party, including, but not limited to, written notes, photographs, memoranda, computer files and disks, or the like which are capable of storing data and information.

10. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

11. It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each

other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

12. This Agreement shall be interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of its courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

Spencer Pickett
Director
PetroCAD Limited