CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

Each operative (see 2. Definition of Operative) is required to sign a confidentiality agreement with the Company (see 1. Definition of Company)

This agreement requires the operative to protect confidential information.

Upon termination, all confidential information held by the operative should be collected and returned to the Company. This includes electronic and print versions.

Confidential information should only be distributed to personnel that require this information to perform their jobs.

Confidentiality/ Non-Disclosure Agreement

I, …….recognise that the Company is engaged in a competitive business industry, and that it is important for the Company to protect its general business interests, products, confidential information and other proprietary information and related rights acquired through the Company's expenditure of time, effort and money.

Therefore, because I wish to be employed by the Company in a capacity in which I will/may receive and/or contribute to the Company's confidential information, I agree to be bound by the following terms and conditions which are so described below. I acknowledge that the Company would not have entered into this agreement and that I would not have been offered employment without my express understanding of an agreement with the confidentiality and non-disclosure provisions which are contained in this agreement.

1. Definition of Company
In this agreement, "Company" refers to Axis International Security Services Ltd and any of their subsidiary companies/organisations that may be established in the future.

2. Definition of Operative
In this agreement, "Operative" is defined as all members of staff, whether paid or unpaid, full time or part time or on permanent or temporary contracts, and students who are offered work placement opportunities within the company.

3. Definition of Confidential Information
In this agreement, "Confidential Information" includes, but not limited to, all discussions relating to company business between organisations and with clients and potential clients whether these discussions are documented or not, all documentation relating to the company's business including but not limited to, proprietary information, technical know-how, processes, computer software and related documentation owned or marketed by the Company or its clients, marketing strategies, customer requirements, customer lists, methods of doing business, the financial affairs of the Company and other confidential business information which belongs to the Company or its clients.

4. Non-Disclosure of Confidential Information

I agree to retain all Confidential Information in the strictest confidence. I will not disclose any Confidential Information to any person other than for purposes of the Company and I will not use for my own purposes or for purposes other than those of the Company, any Confidential Information that I have acquired in relation to the business of the Company, its affiliates or the clients or either. I acknowledge that the obligation to disclose to others or use the Confidential Information continues in effect following the cessation of my employment with the Company, for whatever reason, unless I obtain the prior written consent of the Managing Director or Board of Directors

I agree that upon the request of the Company, and in any event upon the cessation of employment with the Company, for whatever reason, I will immediately return to the Company all of the materials, including all copies in whatever form, containing Confidential Information which are in my possession or under my control.

I understand my obligations under this agreement, not to use or improperly disclose to others Confidential Information, shall remain in effect until the date upon which the Confidential Information has been publicly disclosed in a manner authorised by the Company or its affiliates without my breaching this agreement.

I understand my obligations under this agreement not to disclose to others any Confidential Information shall not apply to any Confidential Information I am required to disclose by any court or regulatory body or under applicable law provided that I shall give the Company prompt notice of any demand made of me to disclose such Confidential Information.

5. Intellectual Property/Inventions

The Company shall own any intellectual property, inventions or patents developed by the operative while employed by the Company. This includes, but not limited to, resources or software produced to facilitate the running of the Company's courses or general business dealings.

6. Conflict of Interest

The operative cannot use their purchasing power to contract or purchase services, products or equipment from a firm that is owned by or associated with the orgainastion or a relative of the operative without prior consent of a Director of the Company. The operative cannot accept gifts, bribes, goods or services that fall outside of normal business practices and were received with the intent of influencing the purchase of goods or services from the supplier.

7. Enforcement

I acknowledge and agree that damages may not be an adequate remedy to compensate the Company for any breach of my obligations contained in this agreement, and accordingly I agree that in addition to any and all other remedies available, the Company shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations contained in this agreement.

8. General

The laws in force in the United Kingdom shall govern this agreement. If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceable provision or part there of shall be deemed to be omitted from this agreement without in any way invalidating or impairing the other provisions of this agreement.

This agreement constitutes the entire agreement between the parties with respect to the protection by the Company of its proprietary rights and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied, or statutory between the parties other than as expressly set forth in this agreement.

The rights and obligations under this agreement shall survive the termination of my service to the Company and shall inure to the benefit of and shall be binding upon (i) my heirs and personal representatives and (ii) the successors and assigns of the Company.

Print Name _____

Signature _____

Date _____