

Non-Disclosure Agreement (APOD)

This Nondisclosure Agreement is entered into as of the _____ day of _____, 20__ (the "Effective Date"), by and between Lightning Source UK Ltd., a private company limited by shares formed under the laws of England and Wales ("LSUK"), and _____, including its parent, subsidiary or affiliated entities, if any ("Recipient").

In order to pursue a possible business relationship, LSUK is providing a tour of its facility and may from time to time disclose confidential or proprietary business and technical information to Recipient. Recipient recognizes the need for LSUK to disclose certain Confidential Information to be used solely for the purpose of evaluating any discussions in furtherance of this business relationship using an automated print on demand facility. The parties hereby agree as follows:

That all information, data, and materials furnished, either orally or otherwise by LSUK shall be considered "Confidential Information," which includes all technical and non-technical information concerning the past, present, and future business practices and/ or plans to include, without limitation, LSUK's highly proprietary automated print on demand book manufacturing process, its processes, features, functions, performance, components, subsystems, use, technology (whether owned or licensed), intellectual property, resources, research, innovations, products or service offerings, strategic partners, techniques or processes, software, patent applications, inventions, trade secrets, designs, drawings, engineering, hardware configuration information, marketing, strategies, or studies and all tangible and intangible property of any kind, whether conveyed in writing or orally by LSUK or its representatives to Recipient.

Company acknowledges and agrees that any breach of any provisions hereof by Recipient will cause irreparable harm and damage to LSUK. Money damages may not be an adequate remedy and in such event, LSUK, may in addition to other equitable and legal relief that may be available, seek the entry of injunctive relief by a court of competent jurisdiction. In the event a legal dispute arises concerning this Agreement, the prevailing Party shall recover all court costs, expenses, and reasonable attorney's fees.

The Recipient agrees not to copy, duplicate, disclose or deliver all or any portion of the Confidential Information to a third party or permit any other third party to inspect, copy or duplicate the same except those parties deemed necessary by the undersigned to evaluate a possible business relationship (including agents, advisors, affiliates, accountants, attorneys, consultants, and lenders). It is understood that the undersigned may disclose Confidential Information only to parties who (i) require such material for the purpose related to this agreement and (ii) are informed by Recipient of the confidential nature of the Confidential Information and agree to be bound by the terms hereof. The Recipient further agrees to be responsible for any breach of this Agreement by parties in the preceding sentence, and that these parties will not use any of the Confidential Information for any reason or purpose other than to evaluate a possible business relationship and not in any way detrimental to LSUK.

This shall not, however, prevent Recipient from disclosing to others or using in any manner Confidential Information: (i) which has been published and has become part of the public domain and not caused by acts or omissions by the receiving party; (ii) which has been furnished or made known to the undersigned by third parties as a matter of right without restriction of disclosure, or; (iii) which the undersigned can show was already in its possession at the time it entered into this Agreement and which was not acquired directly or indirectly from LSUK, its representatives, or employees.

This Agreement shall remain in perpetuity and upon request, Recipient will promptly return all data and materials furnished by LSUK, or provide written certification of its destruction and destroy any internal analyses and/or work papers related to these discussions.

LSUK:
Lightning Source UK Ltd.
Chapter House, Pitfield
Kiln Farm, Milton Keynes MK11 3LW

RECIPIENT:
_____(RECIPIENT)
_____(Address)
_____(Address)

Signed:_____

Signed:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____