

**INSTITUTE OF GEOLOGICAL &  
NUCLEAR SCIENCES LIMITED**

**GLOBE Claritas® SOFTWARE EVALUATION AGREEMENT**

To enable you to evaluate your interest in GLOBE *Claritas*® we have indicated our willingness to provide to you and discuss with you such information relating to it as may be reasonably necessary to enable you to decide whether or not to establish an agreement with us and the following terms and conditions shall apply:

- 1 Herein "confidential information" shall mean any and all proprietary information, know-how and data, technical or non-technical including all computer media, which relate to Globe *Claritas*® and are disclosed to you by us, in connection with the aforesaid discussions and evaluations, with the exception only of the following:
  - a Information that as of the date of receipt by you is in the public domain or subsequently enters the public domain without fault on your part.
  - b Information that at the time of receipt by you was known to you or any of your affiliates and you have advised us in writing of full particulars of what was known to you within 10 days of the date of receipt of the information.
  - c Information that at any time is received in good faith by you or any of your affiliates from a third party, which was lawfully in possession of the same and had the right to disclose the same.
  - d Information that we mutually agree in writing to release from the terms of this agreement.
- 2 As used herein "evaluation" shall mean intellectual evaluation only and shall not extend to trial marketing, commercial testing or use or any similar activity except with our express written consent.
- 3 We agree that we shall hold in confidence all information supplied to us by you relating to your financial arrangements, business associations and transactions with the exception of the following:
  - a Information that as of the date of receipt by us is in the public domain or subsequently enters the public domain without fault on our part.
  - b Information that at the time of receipt by us was known to us or any of our affiliates and we have advised you in writing of full particulars of what was known to us within 30 days of the date of receipt of the information.
  - c Information that at any time is received in good faith by us or any of our affiliates from a third party, which was lawfully in possession of the same and had the right to disclose the same.
  - d Information that we mutually agree in writing to release from the terms of this agreement.

- 4 You agree and undertake that you will hold in confidence all confidential information, that you will not disclose said confidential information or permit it to be disclosed by your employees to any unaffiliated third person, corporation or entity and that you will not use or permit the use of said confidential information for any purpose other than for the aforesaid evaluation without first obtaining our express written permission to do so or except pursuant to a further contractual agreement between us. Within your organisation you will limit disclosure of the confidential information only to persons needing to have access to the confidential information to carry out the aforesaid evaluation.
- 5 You agree that any new developments, modifications or improvements arising in GLOBE *Claritas*® as a result of your evaluation shall be the property of the Institute of Geological and Nuclear Sciences Limited and that you will co-operate with the Institute of Geological and Nuclear Sciences Limited to vest all such new developments, modifications or improvements in the Institute of Geological and Nuclear Sciences Limited unless otherwise agreed in any subsequent agreement between the two parties relating to GLOBE *Claritas*®.
- 6 You also agree that you will notify us promptly after you have had an opportunity to evaluate said confidential information of your decision concerning your interest in negotiating a mutually acceptable agreement concerning GLOBE *Claritas*®. In the event that you decide after completing your evaluation that you have no further interest in GLOBE *Claritas*® or in the event that a mutually acceptable agreement concerning it cannot be reached you agree to return to us promptly upon our request, originals and copies of all documents, computer media, reports, exhibits and other papers, that you may have received from us hereunder. You will also delete all copies of GLOBE *Claritas*® from all computer systems on which it has been installed. The time allowed for your evaluation is 30 days from the date of our signature below.
- 7 If the parties do conclude an agreement relating to GLOBE *Claritas*® then any confidential information shall thereafter be deemed to have been supplied by us to you under that agreement.

If the foregoing is acceptable to you, please indicate your agreement by printing this agreement, executing it as indicated below, and sending us a copy by post or by facsimile.

