

**CONFIDENTIALITY AGREEMENT**

**PARTIES:** 1) **UK-NSI Co. Ltd. of**  
**Merse Road, North Moons Moat, Redditch**  
**Worcestershire, UK**  
**B98 9HL**  
**(The Company)**

A Company incorporated under English Law.

**Registration number: 2141243**

Name: 2)  
Address

Tel:

A Company incorporated under the laws of:

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**Registration number:**  
**(The Recipient)**

**RECITALS:**

- i) The Company is the owner of certain valuable information and has intellectual rights in that information.
- ii) The Recipient has requested the Company to disclose to it certain information briefly but not exhaustively, described in schedule 1 to this agreement for certain purposes described briefly but not exhaustively in schedule 2 to this agreement. The Company has agreed to disclose such information on the terms set out below.

**THE AGREEMENT**

**1.0 Disclosure of “The Information”**

- 1.1 From time to time the Company has (or may have) disclosed information to the Recipient, and after signature of this agreement the Company will disclose to the Recipient further information together described briefly but not exhaustively, in schedule 1. (The Information).

**2.0 Undertakings of The Recipient**

**In consideration of the disclosure to it of “the Information”, the Recipient undertakes with the Company that the Recipient and its directors, officers, agents and employees:**

- 2.1 will use “the Information” only for the purposes and on the manner described in Schedule 2 ( the Agreed Purposes) and not use or permit “the Information” to be used for any purposes or in any manner not specifically included within the Agreed Purposes;
- 2.2 will at all times keep “the Information” confidential and secure, and not disclose or permit “the Information” to be disclosed to any third party without the Company’s consent in writing;
- 2.3 will not divulge the existence of this agreement with the Company to any third party;

- 2.4 will not permit any of its employees or agents to have access to “the Information” except to the extent necessary in accordance with the Agreed Purposes, and to impose upon any employees or agents having such access, obligations identical to those accepted by the Recipient hereunder;
- 2.5 will not make any copies of “the Information” save to the extent necessary for the use of “the Information” for the Agreed Purposes;
- 2.6 will not use “the Information” to obtain a commercial trading or other advantage over The Company, and that no drawings, data, information or intellectual property supplied by the Company for the Recipient, used in the manufacture of goods for the Company shall be used in the production, manufacture of design of any other goods without the prior written consent of the Company
- 2.7 will immediately upon receipt of a request from the Company return “the Information” together with any copies thereof which it may have taken;
- 2.8 shall not remove from their premises any negatives and other goods supplied by the Company to the Recipient for the purposes of manufacture, processing, repair or storage, without the written instructions of the Company except for the purposes of fulfilling any obligation to the Company;
- 2.9 the property in materials belonging to the Company of any nature supplied by the Company to the Recipient shall remain in the Company, and the Company may take repossession thereof at any time without notice and the Company is granted by the Recipient irrevocable authority to enter upon any premises where such materials are located to take possession of them;
- 2.10 will not either during the period of any contract with the Company or at any time thereafter:-
  - 2.10.1 manufacture or procure to be manufactured for any person or company other than the Company any goods to design of specifications originated owned by the Company
  - 2.10.2 disclose to any person or company any manufacturing process, design, negative, engineering drawing or data, information or any other trade secret of whatsoever nature belonging to the Company or the goods or services being supplied to the Company
- 2.11 Provided always that the restrictions herein shall not apply to any information
  - 2.11.1 which at the time of disclosure is in the public domain or which becomes public after disclosure otherwise than through the actions of the Recipient and
  - 2.11.2 which you can be shown by satisfactory proof to have been in its possession prior to disclosure hereunder.

### **3.0 Licences**

- 3.1 Nothing herein shall constitute a licence of an intellectual property rights in “the Information” by the Company to the Recipient.

### **4.0 Remedy**

- 4.1 In addition to all other remedies that the Company may be entitled to as a matter of law, the Company shall be entitled to specific performance and any other form of equitable relief to enforce the provisions of this agreement. the Recipient acknowledges that damages would not be an adequate remedy for any breach by the Recipient of this agreement.

- 4.2 No failure or delay by the Company in exercising any of its respective rights under this agreement shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights.
- 4.3 The provisions of this agreement shall continue in effect notwithstanding any return or destruction of “the Information”.
- 4.4 For the avoidance of doubt, it is agreed between the parties that the terms of this agreement are binding on the Recipient in respect of both “the Information” and any other information that the Company may disclose to the Recipient which is of a confidential nature.

**5.0 Jurisdiction**

- 5.1 This agreement shall be governed and construed in accordance with the laws of England and the Recipient hereby submits to the non-exclusive jurisdiction of the Courts of England in relation thereto.

**SCHEDULE 1: “The Information”**

Information means all or any information (whether or not recorded in documentary form or on computer disc or tape or however recorded) including (but not limited to) sketches, drawings, specifications, standards, procedures, timing plans, software, marketing information, sales forecasts, information relating to business methods, corporate plans, finance, maturing new business opportunity or research and development projects, information relating to the marketing of sales of any past, present or future products or service of the Company or any associated company, including, without limitations sales, targets and statistic, market shares and price statistics, marketing surveys and plans, market research reports, sales techniques, price lists, discounts structures, advertising and promotional material, the identity of customers and potential customers and of suppliers and potential suppliers and their requirements and all trade secrets, secret formulae, processes, inventions, designs, know-how, discovery relating to creation, production and supply of any past, present or future product or services of the Company or any associated Company and any other information to which the Company treats this confidential and any further information which the Recipient receives.

**SCHEDULE 2: The Agreed Purposes**

Any purpose for which “the Information” comes onto the hands of the Recipient whether that purpose commences before or after the execution of this agreement and subject to any variation of the purpose, whether or not the Recipient is acting within the scope of the instructions given by the Company.

*Signed by* \_\_\_\_\_  
**For and on behalf of The Company:**  
**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **of** \_\_\_\_\_ **2002**

*Signed by* \_\_\_\_\_  
**For and on behalf of The Recipient:**  
**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **of** \_\_\_\_\_ **2002**