

Fullform.

A trading company of HJC Design Ltd

NON-DISCLOSURE AGREEMENT

Fullform

and

This Agreement is made on (DD-MMM-YYYY): _____

Between:

- 1) Fullform (a trading name of HJC Design Ltd), registration number 05213430, whose registered office is at:

192 Shoreham Street,
Sheffield,
South Yorkshire,
S1 4SQ

("Fullform") (as such is further defined below),

and

- 2) _____, registration number _____

whose registered office is at:

_____,
_____,
_____,

("Company") (as such is further defined below),

(together the Parties).

References to the singular shall include the plural and vice versa.

Whereas:

Fullform and the Company are the proprietors of confidential and valuable information, and the Parties wish to exchange such information in connection with the Purpose. The Parties are willing to disclose such information to each other on the terms and conditions set out herein.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

"Affiliates" Means in relation to: -

- (a) the Disclosing Party, any subsidiary, holding company or subsidiary of any holding company directly or indirectly controlled by the Disclosing Party; and

- (b) the Receiving Party, any subsidiary, holding company or subsidiary of any holding company directly or indirectly controlled by the Receiving Party.

“Confidential Information”	Means, in relation to a party to this Agreement, information known or used by such party or its Affiliates in connection with its business or technology that is confidential to such party or its Affiliates, in any form or media, and whether oral or written, and includes, without limitation, concepts, inventions, patents, patent applications, know-how, designs, methodologies, techniques, protocols, procedures, formulations, compositions, compounds including third party compounds, processes, research, specifications, data, technical information, samples including third party samples, instructions, manuals, papers, financial information, marketing, manufacturing and commercial strategies, programs, software or firmware, devices, unique combinations of separate items that individually may or may not be generally known, items for which the Disclosing Party is under an obligation of confidentiality to other Persons, and all analyses, compilations, data, studies, reports or other documents prepared or derived therefrom.
“Disclosing Party”	Means (i) Fullform to the extent Fullform discloses Confidential Information to the Company; or (ii) The Company to the extent the Company discloses Confidential Information to Fullform.
“Receiving Party”	Means (i) Fullform to the extent Fullform receives Confidential Information from the Company; or (ii) the Company to the extent the Company receives Confidential Information from Fullform.
“Purpose”	Means the transaction of any design or business information between the Company and Fullform in relation to the execution of confidential projects.

2. CONFIDENTIALITY

- 2.1 In consideration of Fullform disclosing Fullform Information to the Company and the Company disclosing Company Information to Fullform, each of Fullform and the Company acknowledges that, except as expressly provided in Sections 3, 4, and 5 hereof, a Receiving Party shall (i) hold in complete confidence and not directly or indirectly disclose, display, reproduce, photocopy, publish, transfer, disseminate, permit access to, or otherwise make available any Confidential Information received hereunder or received prior to the signing of this Agreement; and (ii) not use any Confidential Information received hereunder, or received prior to the signing of this Agreement, for any purpose other than the Purpose including, without limitation selling, renting, licensing, marketing, or otherwise distributing or realizing upon any Confidential Information received hereunder or products or services embodying the same. Each Receiving Party agrees to use the same degree of care that it uses to protect its confidential information of similar importance to prevent any unauthorized disclosure of Confidential Information, but in no event less than a reasonable degree of care.

- 2.2 The provisions of this Agreement shall not apply to any Confidential Information which:
- 2.2.1 is (by reasonable proof) in the possession of the Company or Fullform on the date of receipt; or
 - 2.2.2 is or becomes public knowledge other than by default on the part of the Receiving Party; or
 - 2.2.3 is lawfully obtained by the Receiving Party from a third party having no duty of confidentiality to the Disclosing Party in respect of the Confidential Information; or
 - 2.2.4 proved by documentary evidence as having been independently developed by the Receiving Party with no knowledge of the Confidential Information.

3. USE OF CONFIDENTIAL INFORMATION

- 3.1 The Confidential Information shall at all times be and shall remain the property of the Disclosing Party and shall only be used by the Receiving Party for the Purpose.
- 3.2 The Receiving Party agrees not to analyse, reverse engineer or otherwise de-construct in order to determine the identity and/or properties of, any compositions, compounds, processes and devices, whether in software or hardware form, received hereunder, or received prior to the signing of this Agreement.

4. DISCLOSURE OF CONFIDENTIAL INFORMATION

Unless otherwise required by law

- (a) the parties hereto shall not, without the prior written consent of the other, disclose directly or indirectly, in whole or in part, the existence or contents of this Agreement or the existence or progress of any discussions relating to the Purpose; and
- (b) the Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose directly or indirectly, in whole or in part, any Confidential Information which the Receiving Party has received from the Disclosing Party

except, in either case to the Receiving Party's employees or professional advisers directly involved in or requiring knowledge of the Purpose and then only to the extent those persons need to know the Confidential Information for or related to the Purpose and provided that such persons are subject to confidentiality obligations at least as stringent as those contained in this Agreement.

5. COPIES

The Receiving Party hereby undertakes that the Confidential Information supplied to it under the terms of this Agreement shall only be copied or duplicated to the extent strictly necessary for the Purpose and that a restrictive legend shall be placed on each copy prohibiting further reproduction or transfers.

6. RETURN OF CONFIDENTIAL INFORMATION

At the Disclosing Party's written request, the Receiving Party shall immediately return to the Disclosing Party any Confidential Information disclosed to the Receiving Party and shall, at the Disclosing Party's option, destroy or return to the Disclosing Party all copies, notes, summaries, transcriptions, and records thereof or relating thereto or deriving there from, without retaining copies of the same in any form or medium. The return of any Confidential Information will not diminish or otherwise affect any other obligations under this Agreement.

7. NO WARRANTY; NO GRANT OF RIGHTS

No representation, warranty or undertaking (whether written or implied) is given by the Disclosing Party as to the accuracy or completeness of any Confidential Information provided hereunder. No right or license is conveyed or intended to be conveyed to the recipient hereunder except for the Purpose defined above.

8. INDEMNIFICATION AND BREACH OF CONTRACT

The Receiving Party hereby acknowledges that any breach by it of any of the provisions of this Agreement may cause serious damage to the Disclosing Party. In particular (but without limitation) it is recognized that parts of the Confidential Information may be patentable or capable of being the subject of registered design rights or similar protection and that premature disclosure thereof may prejudice the ability of the Disclosing Party to obtain such protection. The Receiving Party undertakes fully and effectively to indemnify and keep so indemnified the Disclosing Party for and against all loss, damage, costs and liabilities suffered or incurred by it arising from:

- 8.1 the unauthorized disclosure of Confidential Information by the Receiving Party or any person to whom disclosure of such Confidential Information is permitted under Section 4 of this Agreement; or
- 8.2 a breach by the Receiving Party of its obligations under this Agreement.

The parties hereto acknowledge that damages will not normally be an adequate remedy for breach of any of the terms set out in this Agreement and that the Disclosing Party shall be entitled to equitable relief with respect to any breach by the Receiving Party, including injunction and specific performance, without bond and without showing or proving any actual damages sustained by the Disclosing Party.

9. NO PARTNERSHIP

The parties here to agree that none of the contents of this Agreement shall in any circumstances be taken as having created or creating a relationship between the parties hereto. The parties hereto also acknowledge that nothing in this Agreement shall be construed as obliging either party to disclose any Confidential Information to any other or to oblige any party to enter into any further agreement.

10. DURATION

This Agreement shall extend for a period of 3 years from the date of the last disclosure of Confidential Information by one party to the others pursuant to this Agreement.

11. ASSIGNMENT

No party shall have the right to assign its rights or obligations hereunder, without first obtaining the written consent of the other parties hereto, and any such attempted assignment, including an assignment by operation of law, without such consent shall be void. This Agreement shall be binding on all permitted successors and assigns.

12. NOTIFICATION

All notices, certificates, acknowledgments, and other reports hereunder shall be in writing and shall be deemed properly delivered when duly mailed to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other.

Attn: _____
Tel: _____
Email: _____

Fullform Office 3 192 Shoreham Street Sheffield S1 4SQ
Attn: Matthew Conley, Managing Director
Tel: 0114 278 8888
Email: matt@fullform.co.uk

13. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by English Law and the Parties submit to the exclusive jurisdiction of the courts of England.

14. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

15. ATTORNEY'S FEES

If either party brings an action to enforce its rights under this Agreement against the other party, the prevailing party shall be entitled to recover its cost and expenses from the other party including, without limitation, reasonable attorney's fees and cost incurred in connection with such action, including any appeal of such action.

16. PROVISIONS SEVERABLE

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

Executed by duly authorised representatives of the Parties as of the day and year written above.

Signed for

Fullform

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Name:

Matthew Conley

.....

Title:

Managing Director

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Date Signed (DD-MMM-YYYY) :

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Signed for

Company

.....

Name:

.....

Title:

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Date Signed (DD-MMM-YYYY):

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