

Confidential

Non-Disclosure Agreement

Between

CADMATE LIMITED

and

CADMATE LIMITED
Edgware, London, HA8, United Kingdom



This Agreement is made on the date of: _____ between CADMATE LIMITED Edgware, London, HA8, United Kingdom, UK (Registration number 10894631) of the one part and _____ of the other part, hereinafter called _____.

WHEREAS the parties, for their mutual benefit, may have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in a manner set out in this Agreement. Further, the parties may wish to collaborate in product trials with third parties and undertake here jointly to respect each other's role and interests in such trials.

NOW IT IS HEREBY AGREED AS FOLLOWS: - 1. Definitions

- a) "Purpose" shall mean any discussions and negotiations between or within the parties concerning or in connection with the establishment of a business relationship between and one or more third parties introduced to _____ by CADMATE LIMITED .
- b) "Confidential Information" shall mean any information or data relating to any third party introduced to _____ by CADMATE LIMITED or to a party's business or affairs (including but not limited to name of the third party, software and information ascertainable by the inspection or analysis of samples) disclosed whether in writing, orally or by other means to the one party by the other party or by a third party on behalf of the other party, whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which:- i) is in or comes into the public domain in any way without breach of this Agreement by the receiving party; or ii) the receiving party can show (i) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence, or (ii) to have been developed by or for the receiving party at any time independently of any information disclosed to it by the disclosing party; or iii) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party; or
 - iv) is hereafter furnished by the disclosing party to a third party without restriction on disclosure or use; or
 - v) is disclosed by the receiving party (i) with the prior written approval of the disclosing party, or (ii) without such approval, after a period of five years from the date of receipt thereof.



2. Handling of Confidential Information

The receiving party shall maintain the other party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the receiving party applies to its own confidential information which the receiving party warrants as providing adequate protection against unauthorised disclosure, copying or use. The receiving party shall ensure that disclosure of such Confidential Information is restricted to those employees or directors of the receiving party having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies shall remain the property of the disclosing party. All Confidential Information and copies thereof shall be returned to the disclosing party within thirty days of receipt of a written request from the disclosing party. This provision related to return of copies shall not apply to electronically communicated Confidential Information made as a matter of routine information technology backup, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality under this Agreement. **3.**

Limitations and Warranty

a) The receiving party shall

i) not divulge the other party's Confidential Information, in whole or in part, to any third party, ii) use the same only for the Purpose, and iii) make no commercial use of the same or any part thereof without the written consent of the disclosing party. Notwithstanding the foregoing, the receiving party shall be entitled to make any disclosure required by law of the other party's Confidential Information provided that it gives the other party not less than two business days' notice of such disclosure.

b) The receiving party expressly agrees:

i) not to manufacture products using or including Confidential Information; or ii) not to use Confidential Information to the detriment of the disclosing party; or iii) not to use Confidential Information for the receiving party's or any third party's benefit without the prior written consent of the disclosing party.

c) Each party warrants its rights to disclose its Confidential Information to the other party and to authorise the other party to use the same for the Purpose.



4. Disclaimer

All rights in Confidential Information are reserved by the disclosing party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made, obtained or licensable by either party. Nothing in this Agreement or its operation shall preclude impair or restrict either party from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

5. Notices

All notices under this Agreement shall be in writing, sent by telex, facsimile or first class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

6. Termination

This Agreement shall continue in force from the date hereof until terminated by mutual consent or by either party by giving the other not less than one month's prior notice. The provisions of Clauses 1,2 and 3 shall survive any such termination.

7. Non-Assignment

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

8. Entire Agreement, Governing Law and Jurisdiction

This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

AS WITNESS this Agreement has been signed on behalf of each party by its duly authorised representatives as of the day and the year first above written.



SIGNED for and on behalf of CADMATE LIMITED Date.....

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Title.....

SIGNED for and on behalf of _____

Date.....

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Title.....