

**D & D S**  
design & development services

## Non Disclosure Agreement (page 1)

Approaching a design agency can be daunting so we've made available our Non Disclosure Agreement which will make things easier.

THIS AGREEMENT which shall come into force when signed, is made and entered into by and between \_\_\_\_\_, a company organized and existing under the laws of either the United Kingdom, Canada & USA, D&DS a company organized and existing under the laws of the UK located at 5b Claremont Road, London, NW2 1BP, United Kingdom and \_\_\_\_\_ located at \_\_\_\_\_.

Names above may be individually referred to as "Party" or collectively as "the Parties" herein.

WHEREAS,

the Parties are discussing, on a non- exclusive basis, a potential business relationship and a technical project for \_\_\_\_\_ planning the overseas manufacture production and assembly of their product named \_\_\_\_\_.

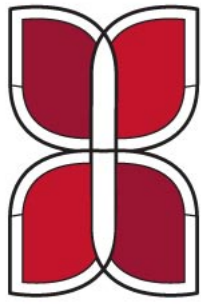
WHEREAS,

the Parties, for their mutual benefit, wish to exchange certain information of a confidential nature as defined below in connection with the discussions as set out above.

NOW THEREFORE,

the Parties agree as follows:

1. Any documents, specifications, designs, plans, drawings, software, data, samples, prototypes, market research or data, financial information or marketing information, other data and devices or other business, operational and or technical information, whether written, oral or electronically recorded which may be disclosed by one Party (hereinafter the "Disclosing Party") to another (hereinafter the "Receiving Party") in connection with the discussions as set out above which is proprietary to or confidential information of the Disclosing Party or its Affiliated Companies (as such term is defined below) and which is either marked as confidential or proprietary or which is imparted in confidence by the Disclosing Party shall be referred to herein as Information.
2. The Receiving Party, for the term of this Agreement and for a period of three (3) years from the date of the termination of this Agreement,



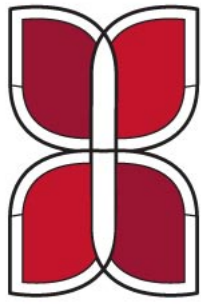
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## Non Disclosure Agreement (page 2)

- a. shall treat such Information as confidential with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature;
- b. shall use such Information only for the purpose of evaluating and entering into the joint activities as set out above;
- c. shall restrict disclosure of such Information to its employees and employees of its Affiliated Companies with a need to know (the "Authorised Personnel") and advise the Authorised Personnel of the obligations assumed herein. All the provisions of this Agreement shall apply.
- d. shall not copy, reproduce, or otherwise retransmit such Information only to the extent necessary for such purpose (prominently marking each copy, reproduction or retransmission "confidential");
- e. shall not disclose such Information to any third party without prior written consent of the Disclosing Party.

3. All Information shall remain the property of the Disclosing Party. Upon the request of the Disclosing Party all Information shall, at the instruction and option of the Disclosing Party, be destroyed or returned to the Disclosing Party including all copies, photographs, computer disks or other media for storage of information and any duplicates thereof of the Receiving Party.

4. The restrictions on the use or disclosure of Information within this Agreement shall not apply to any Information:
- a. after it has become generally available to the public without breach of this Agreement by the Receiving Party or any of its Affiliated Companies as evidenced by written documentation; or
  - b. which at the time of disclosure to the Receiving Party was known to such Party or any of its Affiliated Companies free of restriction as evidenced by documentation in such Party's possession; or
  - c. which is independently developed by the Receiving Party or any of its Affiliated Companies as evidenced by its written records or lawfully received free of restriction from another source having the right to so furnish such information; or
  - d. which the Disclosing Party agrees in writing is free of such restrictions; or
- which at the time of the disclosure is required to be disclosed by law or by valid order of any governmental body or regulatory agency having the legal right to compel such disclosure or court of competent jurisdiction. In particular, no sharing of information shall take place between any Party and any governmental or regulatory personnel whatsoever without the prior



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## **Non Disclosure Agreement (page 3)**

written consent of each and every Party; provided, however, that upon prior written notice to the other Parties, such disclosure may be made if and only to the extent that it is expressly required to be disclosed pursuant to a specific law or valid order of any governmental body or regulatory agency having the legal right to compel such disclosure or court of competent jurisdiction; and provided further, that the party legally compelled to disclose Information disclosed by a (3) Disclosing Party shall, in co-operation with the Disclosing Party, take all legally permissible measures to procure an order or reliable assurance that confidential treatment will be accorded to such Information disclosed as aforesaid.

5. For purposes of this Agreement, the term “Affiliated Company” shall mean any separate legal entity which either directly or indirectly

- a. controls a Party or
- b. is controlled by a Party or
- c. is under the same common control as a Party.

In this definition the term “control” shall mean

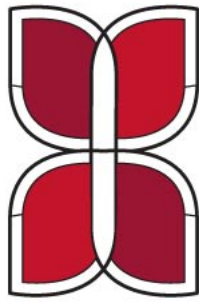
- a. the holding directly or indirectly of a majority of voting rights in any company or other legal entity or
- b. the right to appoint or remove a majority of the board of directors or management of any company or other legal entity.

6. Nothing in this Agreement or its operation shall constitute an obligation on either Party to enter into the discussed business relationship.

7. No license to a Party, under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of Information to such Party.

The Confidential Information is provided in good faith, but each Party understands and acknowledges that no warranties, indemnities, guarantees or representations, express or implied, are made with respect to any information (whether or not Confidential Information) disclosed to it under or in connection with this Agreement.

8. Any news release, public announcement, advertisement or publicity released by any Party regarding this Agreement or the joint activities of the Parties as set out above shall be approved before its release by each of the Parties.



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## **Non Disclosure Agreement (page 4)**

9. Nothing in this Agreement shall be construed to prevent the Parties from complying fully with all applicable laws and regulations (whether now or hereafter in effect) or decisions of public national or international authorities.

10. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by the respective duly authorised officers or representatives.

11. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect but only to the extent that the original intent of this Agreement would not be altered in any material respect.

12. This Agreement shall be binding upon the Parties hereto and inure to the benefit of their respective successors in business such as any company or entity resulting from any merger, acquisition, restructuring or scission.

13. This Agreement shall become effective as of the date first written below and shall continue for a period of 5 years. This Agreement may be terminated early at any time in such three - year period by mutual agreement of the Parties or upon sixty (60) days written notice by any Party to the other Parties hereto, provided that early termination of this Agreement shall not relieve any Party of its obligations set forth in clause 2. of this Agreement.

14. This Agreement shall be subject to and governed by the laws of United Kingdom, Canada, USA.

15. Any dispute concerning the implementation or interpretation of this Agreement that cannot be settled amicably between the Parties shall be submitted to the court of law having jurisdiction in the United Kingdom, Canada and the United States.

IN WITNESS WHEREOF,  
the Parties have signed this Agreement on the date written below.

Signed for and on behalf of Party #1      Signed for and on behalf of Party #2