



Telephone : +44 (0) 1909 472210  
 Facsimile : +44 (0) 1909 472211  
 E-Mail : john@imagentapl.co.uk  
 Web : www.imagentapl.co.uk

Factory Address:- 2 Coach Crescent, Shireoaks Triangle, Worksop, Notts. S81 8AD

**NONDISCLOSURE AGREEMENT**

**This AGREEMENT is made between Imagenta Moulding Plc and all its affiliates and**

..... **having an office at** .....

**The parties wish to discuss the development of a plastic product (“the Purpose”). In connection therewith Imagenta Moulding Plc may wish to disclose to ..... and ..... may wish to disclose to Imagenta Moulding Plc confidential information concerning their respective products, techniques, product development plans, finance and/or business or commercial information with respect to the Purpose (hereinafter “Confidential Information”).**

**Each party, therefore, agrees to the following in consideration of the disclosure(s) of Confidential Information:**

- 1. For a period of 5 years from the date hereof, to retain in confidence Confidential Information disclosed to it by or on behalf of the other party, and that it will not, without the written consent of the disclosing party, use Confidential Information other than for the Purpose.**
- 2. To exercise reasonable precaution to prevent the disclosure to others of Confidential Information received from the other party, including ensuring that Confidential Information will be disclosed to only those of its officers and employees and the officers and employees of its parent corporations, subsidiaries and affiliates (collectively “Agents”) who have a need in connection with the Purpose to know the same. Each party shall advise such Agents upon disclosure to them of any Confidential Information of the proprietary nature thereof and shall use all reasonable safeguards to prevent unauthorized disclosure by such Agents. Each party shall be responsible for any breach of this agreement by its Agents.**
- 3. The above obligation shall not apply to any Confidential Information:**
  - (i) which is or become public knowledge (through no fault of the receiving party), or**
  - (ii) which is lawfully made available to the receiving party by an independent third party, or**
  - (iii) which is already in the receiving party’s possession at the time of receipt from the disclosing party and such prior possession can be proven by the receiving party, or**
  - (iv) which is independently developed by employees of the receiving party and/or affiliates of its parent corporation and properly proven by the receiving party, or**
  - (v) which is properly required by law to be disclosed by the receiving party; provided however, that such receiving party gives the other party hereto sufficient advance written notice to permit it to seek a protective order or**

**Accounts Address: Imagenta House, School Lane, Elton, PETERBOROUGH. PE8 6RS  
 Telephone: +44 (0) 1832 280 366 / Facsimile: +44 (0) 1832 280 127**

**Imagenta Moulding plc** incorporated in the United Kingdom with number **3747766**  
 Prices are subject to our standard terms and conditions of sale  
 A copy of our conditions are available on request  
 VAT registration number is 727 7735 00

other protective remedy and, in the event that such protective order or other remedy is not obtained, will exercise its best efforts to ensure that confidential treatment will be accorded to such Confidential Information; and provided always that the possibility of the application of any of exclusions (i) to (v) is immediately notified at the time of the disclosure and can thereafter be properly demonstrated to the disclosing party by the receiving party within 30 days thereafter.

4. The receiving party shall not analyze samples given by the disclosing party for the chemical composition or cause such samples to be analyzed. At the request of the party providing samples, the receiving party shall return all samples.
5. The disclosing party retains all rights, title and interest in and to Confidential Information. No present or future intellectual property rights or licenses are offered, granted or implied by the disclosing party in the disclosure of any Confidential Information to the receiving party.
6. This Agreement shall be construed in accordance with English law.
7. If a Court of competent jurisdiction holds any provision of this Agreement invalid, such invalidity shall not affect the enforceability of any other provision hereof and the remainder hereof shall continue in full force and effect. If any provision hereof should be deemed to exceed the time limitation permitted by applicable law, the provision will be reformed to the maximum time limitation permitted. The failure of either party to exercise any right under this Agreement shall not be deemed a waiver or forfeiture of such right or any other right. Neither party may assign, transfer or pledge this Agreement or any interest or right of any kind herein, in any manner, without the written consent of the other party. Each party hereto represents and warrants to the other party that it is legally free to enter into this Agreement and that its execution has been duly authorized.
8. Only a written instrument signed by both parties hereto may amend this Agreement.
9. The undersigned are duly authorized to execute this Agreement on behalf of  
..... and Imagenta Moulding Plc.

Company: .....	Company: Imagenta Moulding Plc
Print Name: .....	Print Name: .....
Signature: .....	Signature: .....
Title: .....	Title: .....
Date: .....	Date: .....