Dear

**N0N-DISCLOSURE AGREEMENT**

We acknowledge that you have a proprietary interest in maintaining the confidentiality of certain information. In consideration of your disclosing such confidential information to us, we agree to abide by the terms set out below.

We understand that the term “confidential information” does not extend to any of the following:

1. Information which, at the time of disclosure is in the public domain.
2. Information which, after disclosure, enters the public domain unless the entry of that information is a result of any breach of this agreement.
3. Information which is known to us prior to the disclosure.
4. Information made available to us by third parties having a right to do so and who have not imposed upon us an obligation of confidentiality in respect of it.

We acknowledge that the term “confidential information” shall encompass any information in any form, not in the public domain, disclosed by or on behalf of you to us, and shall include any compilation of otherwise public information in a form not in the public domain.

We agree that we will not disclose, use, or permit the disclosure or use of, your confidential information for any purpose, at any time, in any way, without your prior written permission.

If we have to disclose any of your confidential information to employees in our organisation or to contractors engaged by us, in order to fill our obligations to you in supplying or quoting for the supply of any goods or services, we agree to limit such disclosure to those employees or contractors to whom disclosure is necessary for such purpose, to ensure that all such employees or contractors acknowledge that the information is to be treated as confidential before it is imparted to them; and to ensure that all such employees or contractors are

bound by the obligations set out in this letter; and to use our best endeavours to ensure that they abide by them.

We accept full liability and will hold you harmless for any wrongful disclosure of your confidential information to, or any wrongful use of your confidential information by, and of our employees (including officers) or contractors to whom we impart it.

Upon completion of the purpose for which your confidential information has been disclosed to us, we shall at once return to you, unless you have specified otherwise in writing, all material embodying or forming part of or containing any of your confidential information, irrespective of whether or not such material has been prepared by you or by us.

In the event of any dispute as to the extent, applicability or effect of this agreement, we agree to submit ourselves to the jurisdiction of the English Courts should you require us to do so.

Signature ………………………………………………… Signature …………………………………………………

Print name ……………………………………………… Print name ………………………………………………

Dated ……………………………………………………… Dated ………………………………………………………

For and on behalf of: For and on behalf of: BSA Mouldings Ltd