

MUTUAL NON-DISCLOSURE AGREEMENT

1. THIS AGREEMENT is made on the DD/MM/YYYY between:
- i. Incognito Limited whose registered office is at Unit 1 Colemans Yard, Derby, DE21 4AL
- and
- ii. [other party's name and details], whose registered office is at [address].

(each a “Party” and together the “Parties”)

WHEREAS:

The Parties have commenced discussions which it is anticipated may lead to agreement between them relating to the Project. The Parties agree that it may be necessary to disclose Confidential Information to each other. In consideration of the benefits to the Parties of disclosing and receiving the Confidential Information, the Parties, whilst acknowledging a general duty of confidentiality to each other, wish to further define and protect the rights in relation to the Confidential Information.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, including the recitals, the following terms shall have the following meanings:

Agreement	this agreement.
Commencement Date	the date of this Agreement as written above.
The Project	Signs Pricing, Manufacturing and Installation – Ongoing, Multiple Projects.
Information	includes information provided directly or indirectly by the Parties to each other in oral form or in Writing or other tangible form or by demonstrations and whether before, on or after the date of this Agreement.
Confidential Information	a) in respect of Information provided in Writing or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and b) in respect of Information that is imparted orally, any information that the Parties or their representatives state is imparted in confidence; and c) in respect of Confidential Information imparted orally, any note or record of the disclosure; and d) any copy of any of the foregoing; and

	e) the fact that discussions are taking place between the Parties in relation to The Project; and f) the name(s) of, or any information relating to, the identity of either Party's instructing client(s).
Writing	any communication effected by document, telex, cable, fax, email, text message, web page or any other forms of written material transmitted electronically.

2. RIGHTS IN CONFIDENTIAL INFORMATION

- 2.1. Confidential Information and all rights in Confidential Information disclosed or to be disclosed hereunder will remain the exclusive property of the relevant Party disclosing the Information (and/or its client where relevant) and will be held in trust by the recipient Party for the benefit of the disclosing Party (and/or its client where relevant).
- 2.2. The recipient Party will have no rights in respect of the Confidential Information other than as expressly detailed herein.
- 2.3. This Agreement shall not be construed to require the disclosing Party to disclose any Confidential Information to the recipient Party.
- 2.4. Where Confidential Information is disclosed by or to any group company or affiliate (a subsidiary or holding company or a subsidiary of any such holding company, where subsidiary and holding company shall have the meaning set out in section 1159 of, and Schedule 6 to, the Companies Act 2006) of the recipient Party, the recipient Party agrees that such Confidential Information will be deemed to have been disclosed by or to them. The recipient Party shall procure that any such group company or affiliate to which Confidential Information is disclosed shall comply with the same obligations as the recipient Party has under this Agreement as if it was individually named in place of the Party.

3. PERMITTED USE AND DISCLOSURE

- 3.1. The recipient Party shall use the Confidential Information solely for the purposes of The Project and not otherwise directly or indirectly deal with, use, publish or disclose (or allow the publication or disclosure of) the existence, source, content or substance of the Confidential Information, other than as permitted under this Agreement.
- 3.2. The recipient Party may disclose the Confidential Information to such of its group companies, affiliates, employees, agents and professional advisers, or consultants as is reasonably necessary for the purposes of The Project, provided that:
 - 3.2.1. in each and every case such additional parties owe a duty of confidentiality to the recipient Party comparable to the duty detailed in this Agreement;
 - 3.2.2. that duty extends to the Confidential Information;

3.2.3. such additional parties have been informed of the disclosing Party's interest in the Confidential Information and the terms of this Agreement; and

3.2.4. such additional parties are instructed by the recipient Party that the Confidential Information is confidential and that they must treat it as secret and confidential in accordance with the provisions of this Agreement and, where requested by the disclosing Party, enforce the obligations of confidentiality on such parties by way of written agreement and at the recipient Party's expense.

3.3. The recipient Party agrees:

3.3.1. to immediately inform the disclosing Party if it becomes aware or suspects that an unauthorised person has become aware of any Confidential Information and/or if any of the Confidential Information is received by the recipient Party from a non-entitled party. The recipient Party shall provide the disclosing Party with all assistance it reasonably requires in order to prevent any further unauthorised use or disclosure of Confidential Information; and

3.3.2. that if any proceedings are commenced or action taken which could result in the disclosure of Confidential Information by the recipient Party (or its additional parties, agents or representatives) the recipient Party will immediately inform the disclosing Party and will take all such steps as are thereafter reasonably directed by the disclosing Party.

4. EXCEPTIONS

4.1. The confidentiality obligations in this Agreement shall not apply to Confidential Information:

4.1.1. which is or becomes public knowledge without breach of this Agreement by the either Party;

4.1.2. which is disclosed by one Party with the prior written consent of the other;

4.1.3. is required to be disclosed by operation of law or any regulatory obligation to which the recipient Party is subject, provided the recipient Party provides advance notice of such disclosure to the disclosing Party;

4.1.4. which the recipient Party can show by written records to the reasonable satisfaction of the disclosing Party:

4.1.4.1. was in the possession of the recipient Party or known to the recipient Party by being in the recipient Party's use or being recorded in the recipient Party files or computers or other recording media prior to receipt from the disclosing Party and was not previously acquired by the recipient Party from the disclosing Party under an obligation of confidence; or

4.1.4.2. was developed by or for the recipient Party at any time independently of any information disclosed to the recipient Party by the disclosing Party; or

- 4.1.4.3. was obtained from a source other than the disclosing Party without breach by the recipient Party or such source of any obligation of confidentiality or non-use towards the disclosing Party; or
- 4.1.4.4. is hereafter disclosed by the disclosing Party to a third party without restriction on disclosure.

5. CONTROL AND REPRODUCTION

- 5.1. The recipient Party will take proper and all reasonable measures to ensure the confidentiality of the Confidential Information.
- 5.2. The recipient Party will keep the Confidential Information at its usual place of business in the UK and will keep a record of and keep separate all Confidential Information and any copies thereof.
- 5.3. The recipient Party shall only make such copies as are strictly necessary for the Purpose and shall clearly mark all copies as confidential and ensure that all copies supplied to it or made by it can be separately identified from its own information. All copies of Confidential Information made by the recipient Party will contain the same proprietary and confidentiality notices as detailed on the original Confidential Information. All copies made shall be the property of the disclosing Party.
- 5.4. The recipient Party will not use, copy or store any of the Confidential Information on or in an externally accessible computer or data storage system nor transmit it in any form or by any means outside the recipient Party's premises (except where such Confidential Information is supplied by the disclosing Party by such means or with the disclosing Party's prior consent).

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1. On the request of the disclosing Party made at any time, the recipient Party must as applicable:
 - 6.1.1. deliver to the disclosing Party all documents and other material in the possession, custody or control of the recipient Party that bear or incorporate any part of the Confidential Information, including for the avoidance of doubt any copies; and
 - 6.1.2. destroy in the manner prescribed by the disclosing Party all documents and other material in the possession, custody or control of the recipient Party that bear or incorporate any part of the Confidential Information, including for the avoidance of doubt any copies and thereafter certify to the disclosing Party that it has complied with the terms of this subclause 6.1, save that if required by law or regulation, the recipient Party may, notwithstanding the above, retain one copy of such documents or other material for its records.

7. LIABILITY AND REMEDIES

- 7.1. The Confidential Information is disclosed "as is". Nothing contained in this Agreement or any Confidential Information shall constitute any express or implied warranty of any kind granted by the disclosing Party, including without limitation, any warranty of satisfactory quality or fitness for a particular purpose. Nothing in this Agreement shall constitute a warranty granted by the disclosing Party regarding infringement of any patent, copyright or any other third party intellectual property rights.
- 7.2. The disclosing Party will not be liable for any errors or omissions in the Confidential Information nor for any loss incurred by the recipient Party either directly or indirectly through the use of or as a result of the use of the Confidential Information.
- 7.3. It is acknowledged and agreed that any breach of this Agreement by the recipient Party could cause injury to the disclosing Party and damages would not be an adequate remedy. In the event of a breach or threatened breach by the recipient Party, the disclosing Party shall be entitled to injunctive relief (whether interim or otherwise). Nothing contained in this Agreement shall be construed as prohibiting the disclosing Party from pursuing any other remedies available to it for a breach or threatened breach.

8. SEVERANCE

- 8.1. The recipient Party agrees that the restrictions, undertakings and remedies set out in this Agreement are fair and reasonable and necessary to protect the legitimate business interests of the disclosing Party. In the event that any part of this Agreement shall be found by a court to be unreasonable or unenforceable or void, that part shall be severed and the remainder of the clause shall be enforceable with such deletion or modification as may be necessary to make it effective and for such period as is found to be reasonable and valid in substitution for the period or periods contained in the Agreement by the recipient Party.

9. INDEMNITY

- 9.1. The recipient Party hereby indemnifies and shall keep indemnified the disclosing Party from and against all claims, actions, suits, costs, expenses, loss or damage (including but not limited to legal costs) which may be brought against or incurred or suffered by it in connection with the Confidential Information arising directly or indirectly from the unauthorised disclosure or use of the Confidential Information by the recipient Party or from any other breach of the terms of this Agreement.

10. TERM

- 10.1. Notwithstanding any termination of The Project or return or destruction of all or any part of the Confidential Information, this Agreement shall remain in

force for a period of 2 years from the Commencement Date, unless otherwise agreed in writing by the Parties.

11. LAW AND JURISDICTION

11.1. This Agreement will be construed in accordance with and governed by the law of England and Wales and the Parties submit to the non-exclusive jurisdiction of the English courts.

12. COUNTERPARTS

12.1. This Agreement may be executed in counterparts all of which together shall constitute one and the same instrument and all counterparts when signed and delivered will be deemed to be originals.

This Agreement has been signed by the Parties on the date stated at the beginning of it.

SIGNED by a signatory duly authorised on behalf of Incognito Limited;

Signature _____

Print Name _____

Date __ / __ / ____

SIGNED by a signatory duly authorised on behalf of [other party name]:

Signature _____

Print Name _____

Date __ / __ / ____