



CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made between

COMPANY NAME:

ADDRESS:

(hereinafter called "the Supplier") of the one part and

Protograph Ltd of Office 5, Newtown Grange Farm Business Park, Desford Road, Newtown Unthank, Leicester, LE9 9FL
(hereinafter called "the Receiver") of the other part

WHEREAS

The Receiver is being approached in order to provide images and animations relating to the following Designs:

DESIGN TITLE:

and the Supplier is the owner of the said Designs and has in its possession confidential information ("Information"), which the Receiver is to receive in confidence for the purpose of providing the Supplier with images and animations relating to the Designs ("Objective").

NOW IT IS HEREBY AGREED:

- 1. Subject to Clause 4, the Receiver undertakes to keep any and all information supplied by the Supplier strictly confidential and not to disclose it to any person, firm or individual without the express written consent of the Supplier. Such Information is primarily in the form of design files such as 3D CAD files, but may be other technical information, commercial, market or otherwise.
- 2. Subject to Clause 4, the Receiver shall not use information supplied by the Supplier for any purpose other than the aforementioned Objective.
- 3. Subject to Clause 4, the Receiver shall restrict all such information to any responsible employees whose knowledge of the same is necessary for the aforementioned Objective. In addition, the Receiver undertakes that any employees, advisers and consultants to whom such Information is disclosed are bound by the same commitment of confidentiality.
- 4. Once the Designs have been placed in the public domain by the Supplier, the Receiver shall:
 - (a) Have the right to show images and animations created for the purpose of the Objective in one to one meetings between the Receiver and its clients.
 - (b) Require explicit permission from the Supplier to disclose images and animations created for the purpose of the Objective in any other manner than that described in Clause 4(a), such as in advertisements or on the Internet.
 - (c) Continue to treat, on an ongoing basis, any design files relating to the Designs and supplied by the Supplier as strictly confidential, and not use such design files for any other purpose than the aforementioned Objective.
- 6. The termination of this Agreement for any reason shall not affect the obligations of confidentiality and non-use contained herein.
- 7. This Agreement is subject to the Laws of England and Wales.

FOR AND ON BEHALF OF PROTOGRAPH LTD SIGNED:
Print Name:
Job Title:
Date:

FOR AND ON BEHALF OF THE SUPPLIER SIGNED:
Print Name:
Job Title:
Date:

Please print, complete, sign and post 2 hard copies to Protograph. We will sign and post one copy to your address and keep one copy.