

CONFIDENTIALITY AGREEMENT

Made this.....Between Colmworth Electronics limited whose principal place of business is,10 Eaton Court Road, Colmworth Business Park, Eaton Socon, St. Neots, Cambs. PE19 8ER (hereinafter referred to as "Colmworth") and..... (hereinafter referred to as ".....").

WHEREAS

- A. For the purpose of providing Kits of parts/individual lines/Assembled Product quotations the parties hereto wish to disclose Proprietary Information (as hereinafter defined) one to the other and:
- B. The parties wish to regulate how Proprietary Information is to be treated while in the possession or control of the Receiving Part (as hereinafter defined) so as to protect the proper interests of the Disclosing Party (as hereinafter defined):

NOW THEREFORE it is agreed as follows:

1. Definitions:

The following words and phrases shall have the following meanings unless the context otherwise requires: -

- a. "Information" shall include information provided in oral, documentary or electronic form, or by way of models or other tangible form or by demonstration:
- b. "Proprietary Information" shall mean :-
 - 1. in respect of information provided in documentary or electronic or by way of a model or in other tangible form, information which at the time of provision to the Receiving Party is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence: and
 - 2. in respect of information that is imparted orally or by demonstration, any that then has been expressly informed by the Disclosing Party at the time of disclosure the have imparted in confidence: and
 - 3. in respect of Proprietary Information imparted orally or by demonstration, any note or record of the disclosure: and
 - 4. Any copy of the foregoing.
- c. "Disclosing Party" shall mean the party hereto that imparts the information to the other;
- d. "Receiving Party" shall mean the hereto to which information is imparted by the other;
- e. "Proper Use" shall mean use of Proprietary Information wholly necessarily and exclusively for the purpose set in recital A hereto.

2. In consideration of the provision of Proprietary Information by the Disclosing Party to the addressee(s) set forth in Clause 4 hereof each party in respect of Proprietary Information for which it is the Receiving Party shall :-
 - a. take proper and all measures to ensure the confidentiality of such Proprietary Information: and
 - b. use such Proprietary Information only for the Proper Use; and
 - c. Permit access to such Proprietary Information only to such of its directors, agents and employees as need such Proprietary Information for the Proper Use.
3. Without prejudice to the generality of Clause 2, the Receiving Party shall exercise an equivalent degree of care in protecting the confidentiality of Proprietary Information as that which it uses to protect its own information of like sensitivity and importance.
4. The respective parties designate the below identified persons from within their own organisations to receive all Proprietary Information, which subject to the restrictions of this Agreement and to maintain a log and/or file thereof.

Colmworth Electronics Limited

5. Notwithstanding any lesser degree of protection that may otherwise be permissible hereunder, where any Proprietary Information be the subject of any national or governmental security regulations the Receiving Party shall, and hereby undertakes to take such measures as may be required by such regulations to protect such Proprietary Information.
6. Without prejudice to any obligations imposed and assumed by the Receiving Party under any national or governmental security regulations the obligations of confidentiality herein shall not apply to any Proprietary Information which the Receiving Party can show (and it shall be for the Receiving Party to show):-
 - a. was known to the Receiving Party before such Information was imparted by the Disclosing Party; or
 - b. is in or subsequently come into (other than by breach of the Receiving Party of its obligations hereunder) the public domain; or
 - c. is imparted by the Disclosing Party either before or after the time of disclosure to the Receiving Party to a third party without restriction on disclosure or use; or
 - d. is received by the Receiving Party without restriction on disclosure or use from a third party which the Receiving Party reasonably believes is free to make such disclosure on such terms; or
 - e. is developed by any servant, agent or employee of the Receiving Party without access to or use or knowledge of such Information imparted by the Disclosing Party; or

- f. has been held by the Receiving Party for more than five years, or such longer period as the Disclosing Party may at the time of disclosure to the Receiving Party have made know that it requires.
- 7. Any Propriety Information imparted hereunder must be applied for the Proper Use only. No licence is granted to the Receiving Party hereunder, and no licence shall be deemed to have arisen or be implied by way of estoppel or otherwise.
- 8. Save for the obligations of confidentiality set out in Clauses 2, 3 &5, as modified by Clause 6 hereof this agreement shall terminate on the earlier of (a) the date on which the proper purpose has been fulfilled or (b) twelve months from the date hereof (or such later date as the parties may agree). Following such termination each party shall return all Proprietary Information to the Disclosing Party or (at the Disclosing Party's option) destroy all such Proprietary Information and provide to the Disclosing Party certificate of such destruction signed by a responsible officer of the Receiving Party.
- 9. Any notices required to be given hereunder shall be properly given if sent by pre-paid post to:

(if to)

(if to Colmworth)
 Colmworth Electronics Limited
 10 Eaton Court Road
 Colmworth Business Park
 Eaton Socon
 St. Neots Cambs PE19 8ER

10. This agreement shall be construed and enforced in accordance with English Laws.

Signed for

Signed for
 Colmworth Electronics Limited

Signed.....

Signed.....

Dated.....

Dated.....