

# Confidentiality Agreement

## BETWEEN

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**Toolcraft Plastics (Swindon) Ltd** - [www.toolcraft.co.uk](http://www.toolcraft.co.uk) **01793-641040** e: [help@toolcraft.co.uk](mailto:help@toolcraft.co.uk)  
Units 1+5, Argyle Commercial Centre, Argyle Street, Swindon, Wilts, SN2 8AR.

In making proposals to you as a potential business partner, it is necessary for to disclose to you certain information that is secret and confidential, which is proprietary in nature, and of substantial commercial value to

For these reasons, it is a condition of disclosure that you maintain the confidentiality of information passed onto you, in accordance with the terms outlined in this agreement.

## CONFIDENTIAL INFORMATION

Confidential information (CI) in this agreement means information, concepts, proposals or ideas which have come from . This includes compilation of otherwise public information in a form not publicly known. Although not all information that you receive from will be marked or identified as confidential, please consider anything received as such, apart from information which falls into the exceptions stated below.

Confidential information does not include information which :-

- is in the public knowledge at the date of disclosure
- after disclosure by , becomes public knowledge (other than in a breach of this agreement), or which is trivial or obvious
- was rightfully in your possession before disclosure by
- you can show was available to you via a third party (who had a right to disclose such)
- you can show was conceived by you independently of the information supplied by

## AGREEMENT

has a proprietary interest in, and is entitled to maintain confidentiality of confidential information passed on. You agree not to disclose confidential information, except in accordance with the terms stated below.

## TERMS

- you limit disclosure to officers, employees and consultants in your organisation\*, to whom disclosure is necessary to fulfil tasks agreed with
- you ensure that the officers, employees and consultants\* to whom you disclose confidential information, are also aware and bound by the terms of this agreement (and that you will make reasonable effort to make sure they abide by these terms)
- you only use confidential information in consideration of proposals, and not for any other commercial or research purpose, unless a specific license agreement relating to such commercial purposes or research has been executed by us
- you (or your organisation) accept liability in the event of wrongful disclosure of confidential information, and will indemnify against wrongful disclosure by your officers, employees and consultants\*.

## RETURN OF MATERIALS

After completion of the purpose for which confidential information has been disclosed to you by , you may return or destroy any materials containing confidential information.

## ADJUDICATION

The terms of this agreement are governed by English Law, and we agree to submit to the jurisdiction of the English courts, for any disputes which arise in connection with this agreement.

## SIGNED BY

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Signature on behalf of

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Signature on behalf of Toolcraft Plastics (Swindon) Ltd

Name in full

Name in full

Issue C, 26/11/2014

Position

Date

Position

Date

NB1: \* = To offer our most competitive tooling prices, we use a Chinese Partner (CP). Our CP treats all correspondence as confidential & no wrongful disclosures have occurred during the last 8+ years we've been working together, but as they aren't part of our company, we can't control them or accept responsibility should they wrongfully disclose your CI. By signing this agreement, you accept NB1. Alternatively, strikeout NB1 and we'll quote or work without using our CP.