

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT made this _____ day of _____ between:

Rutpen Ltd, Membury Airfield, Lambourn, Berkshire, RG17 7TJ, United Kingdom

and:-

WHEREAS

The parties are discussing certain confidential matters related to the proposed sub-contract manufacture of _____ products by Rutpen and the parties wish to protect such confidential information.

NOW IT IS HEREBY AGREED AS FOLLOWS

- Both parties undertake that all information written and oral and including information relating to chemicals and chemical formulations supplied by either party to the other in the course of the aforesaid discussions shall be maintained in the utmost confidence by the recipient and will not be published, disclosed or communicated to any third party in any way whatsoever or used for any purpose other than for the purpose of the aforesaid discussions between parties without prior written permission from the supplying party.
- Notwithstanding the effects of Clause 1 hereof neither party shall be prevented from disclosing information which is already published or otherwise comes into public domain without breach of this Agreement or is received from a third party without restraint.
- No licences or other rights to trademarks; servicemarks; inventions; copyrights or patents are granted or implied under this agreement.
- Each party shall notify the contents of this Agreement to its officers; directors; employees and agents who may receive information covered by the terms of this Agreement.
- This Agreement shall continue in full force and effect without limit of time but may be terminated at any time by mutual agreement of the parties hereto SAVE THAT notwithstanding the termination of this Agreement the parties shall continue to hold confidential information covered by the terms of this Agreement.
- This agreement shall be subject to and construed and interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.

AS WITNESS THE HANDS OF THE PARTIES the day and the year first before written.

Signed by

Signed by

Print Name: _____

Print Name: _____

For and on behalf of

For and on behalf of

Rutpen Limited

