

# NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN

**MAXON INDUSTRIES LIMITED**

(hereinafter referred to as "the RECEIVING PARTY ")

of

ALBION HOUSE, GRANVILLE ROAD, KOWLOON HONG KONG & 13 RIVERMEAD  
LINCOLN LN6 8FB UK

**AND**

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(hereinafter referred to as "the DISCLOSING PARTY")

of

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**PRODUCT:** \_\_\_\_\_

**NOW THIS AGREEMENT WITNESS** as follows:

1. **The following definitions** either in the singular or in the plural shall apply and have meaning where used in this AGREEMENT:

**"Data"** means recorded information, regardless of form or method of recording including but not limited to, technical data, software, designs, drawings, samples and improvements of whatever form, including creeping changes.

**"Information"** includes any Data, Invention, IPR, Know-how or Technology which shall include, without limitation, any such that are disclosed orally or visually, provided by the Disclosing Party to the Receiving Party.

**"Invention"** means any invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of the United States Code and/or under any law of any Member State of the of the European Union and/or under any International Treaties as may from time to time be in force.

**"IPR"** means Intellectual Property Rights, including, but not necessarily limited to, trade marks, know-how, patents, utility models, copyrights, design rights, registered designs and applications therefore.

**"Know-How"** includes, without limitation, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, experience, documentation, procedures, technical data, specifications.

**"Technology"** means machines, products, items, articles, designs, drawings, tools and dies, samples and improvements of whatever form, including creeping changes, mask works, computer software, firmware, hardware, apparatus, machines, models.

**"Purpose"** means the study and evaluation of the Information by the RECEIVING PARTY in respect of potential use and licensing of the technology.

**2. Confidentiality**

- 2.1 The RECEIVING PARTY acknowledges that the DISCLOSING PARTY is proposing to furnish to the RECEIVING PARTY certain valuable secret and confidential Information relating to current projects of the DISCLOSING PARTY for the Purpose only and for no other purpose.
- 2.2 The RECEIVING PARTY agrees:
  - 2.2.1 not at any time to use the Information or any part of it, except for the Purpose;
  - 2.2.2 to keep all Information provided by the DISCLOSING PARTY secret and confidential at all times both during the currency of this AGREEMENT and thereafter without limit of time;
  - 2.2.3 that it shall only disclose Information to persons who have a need to know it for or in connection with the Purpose;
  - 2.2.4 that before any other Person is given access to the Information or any part of it, it will ensure that they are bound and have signed a Non Disclosure AGREEMENT in a form approved by the DISCLOSING PARTY.
  - 2.2.5 on demand to return all Information to the DISCLOSING PARTY;
  - 2.2.6 not to make or retain any copy of the Information or any part of it;
  - 2.2.7 that if any part of the Information is stored on any computer or other similar device it will, when it is requested to return the Information, erase such Information and certify in writing to the DISCLOSING PARTY that it has done so;
  - 2.2.8 that it will not for the period of one year from the date of this AGREEMENT solicit nor employ (whether as an employee or self-employed consultant) any person who is at the date of this AGREEMENT an employee or officer of the DISCLOSING PARTY or was an employee or officer during the previous six months and who had knowledge of or access to the Information or any part of it;
  - 2.2.9 that it will not develop any Technology from or as a result of the Information.
- 3. **Any release** from any of the provisions of this AGREEMENT and any permission, waiver or consent or approval requested by the RECEIVING PARTY shall only be given by the DISCLOSING PARTY in writing signed by at least two Directors.
- 4. **This AGREEMENT** shall be construed in accordance with the Laws of England whose Courts shall have sole jurisdiction thereover.

THIS AGREEMENT was signed and came in to force on this \_\_\_\_ DAY \_\_\_\_\_ 20\_\_\_\_

For and on behalf of the RECEIVING PARTY:

Signature: .....  
Name: Alan Greig  
Position Director of overseas operations

For and on behalf of the DISCLOSING PARTY:

Signature: .....  
Name:  
Position