

# CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective on \_\_\_\_\_, 201\_ by and between \_\_\_\_\_("Owner") and Digits2Widgets Ltd ("Recipient").

## 1. Confidential Information

Owner proposes to disclose certain of their confidential and proprietary information (the "Confidential Information") to Recipient for the purpose of allowing Recipient to examine the designs of certain products designed by Owner in order to produce a quote and to subsequently manufacture 3D models of the same. As used herein, Confidential Information shall mean any and all technical and non-technical information related to such products provided - orally, in writing, or by any other media - by Owner to Recipient, including but not limited to (a) patent(s), patent applications and patent searches, (b) trade secrets, (c) copyrighted information and (d) proprietary information - ideas, techniques, descriptions, sketches, drawings, illustrations, manuals, renderings and photographs, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, technology, computer programmes and files, software sources, data, documents, and formulae related to the current, future, and proposed products and services of the Owner, and including, without limitation, information concerning research, experimental work, development, materials, samples, design details and specifications, engineering, technical, business and financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, business and marketing plans and information the disclosing party provides on regarding third parties.

## 2. Recipient's Obligations

- A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, employees, consultants, authorised representatives, subcontractors, subsidiary, sister and holding companies with a specific need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.
- B. Confidential Information furnished in tangible or electronic form shall not be duplicated by Recipient except for the purposes of this Agreement. Upon the request of Owner, Recipient shall return or destroy all Confidential Information received in written, electronic or tangible form, including copies or reproductions or other media containing such Confidential Information, and any documents or other media developed by the Recipient containing Confidential Information within ten (10) days of such request and shall not retain any unauthorized copies or likenesses.

## 3. Term

The obligations of Recipient herein shall be effective 5 years from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement.

4. Other Information

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement.

5. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. The disclosure of Confidential Information does not lead to the legal conferring or granting of intellectual property rights to the Recipient. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

7. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect and the unenforceable term(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

8. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

9. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

10. Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of England.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed on behalf of Recipient:

Signed by Owner:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Full Name*  
Digits2Widgets Ltd.

\_\_\_\_\_  
*Print Full Name*

\_\_\_\_\_  
*Company Name*  
44 Wimpole Street  
London W1G 8SA  
\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*