

## Confidentiality Agreement

Date:

Between

**Papa Bravo Ltd**

Venture House, Navigation Park, Abercynon, CF45 4SN

- Hereinafter called **Papa Bravo**

and

**Name:**

**Address:**

- Hereinafter called **The Client**

**Papa Bravo** will, or is in discussions to, supply products and/or services to **The Client**.

In order to cooperate effectively **Papa Bravo** and **The Client** may wish to divulge technical and/or commercial information of a confidential nature presently in each others possession ("Confidential Information") and wish to ensure that the same remain confidential.

Now, therefore, it is agreed as follows;

1.0 - For the purposes of this Agreement "Confidential Information" shall mean any such technical and/or commercial information, including but not limited to any documents, drawings, sketches or designs, materials, samples or data disclosed between **Papa Bravo** and **The Client**.

| **South Office**

| **North Office**

Venture House  
Navigation Park  
Abercynon  
CF45 4SN

The Foundry  
15 Yorke Street  
Wrexham  
LL13 8LW

2.0 - **The Client** and **Papa Bravo** will treat all exchanged information as confidential and agrees not to make use of it for any other purpose other than discussion, the supply of products and/or services and not to disclose the same directly or indirectly to any third party except with the prior written consent of either party.

3.0 - The restrictions on the use and disclosure of Confidential Information shall not apply to any information which is:

(a) Proven to have been known to the receiving party prior to the time of its receipt pursuant to this Agreement; or

(b) In the public domain at the time of disclosure to the receiving party or thereafter enters the public domain without breach of the terms of this Agreement; or

(c) Lawfully acquired from an independent source having a bona fide right to disclose the same; or

(d) Independently developed by an employee of the receiving party who has not had access to any of the Confidential Information.

4.0 - Unless it is necessary, and provided that any Confidential Information is distributed only to employees who have a need to know, **Papa Bravo** and **The Client** shall not without the prior written consent, copy or reproduce any document provided containing in whole or in part Confidential Information and shall return or destroy the same and any copies thereof on request except that one copy of such information may be retained by the receiving party for its records for the purpose of documenting the party's obligations under this Agreement by the date of termination of this Agreement.

5.0 - **Papa Bravo** and **The Client** undertakes to bind his employees to whom Confidential Information must be divulged to the provisions of sections 1 to 4 of this Agreement.

6.0 - **Papa Bravo** and **The Client** reserves all rights in the Confidential Information and no licence is granted or to be implied from this Agreement, whether directly or indirectly under any patent, invention, discovery, copyright or any other Industrial Property or otherwise.

| **South Office** | **North Office**

7.0 - All Confidential Information supplied pursuant to this Agreement shall remain the property of the company author with no rights, including but not limited to the right to apply for intellectual property rights in or making use of the Confidential Information.

8.0 - Any sample or material which may be supplied by **Papa Bravo** or **The Client** shall be treated as confidential according to sections 1 to 5 of this Agreement and shall be used only for purposes of evaluation or testing or any other purpose as specified by **Papa Bravo** or **The Client**.

This Agreement shall come into force on the signed date below and expire in 3 years. The obligation of confidentiality hereunder shall continue in force for 5 years.

Ancillary agreements, amendments or additions hereto must be made in writing.

This Agreement is subject to and governed by the laws of England and Wales.

If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected.

**Signed on behalf of Papa Bravo Ltd**

.....

Name:

Position:

Date:

**Signed on behalf of The Client**

.....

Name:

Position:

Date:

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