

## CONFIDENTIALITY, OR NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (NDA) is entered into force, once duly signed by authorised person(s) of each Party (the “Effective Date”) and is made by, and between;

- a) LuxPak Ltd t/a Signet, reg. no.09431228, with its principal place of business at Innovation House, Bakewell Road, Orton Southgate, Peterborough, PE2 6XU. UK.
- and

b) **Company name** \_\_\_\_\_, reg. no. \_\_\_\_\_, with its principal place of business at **address** \_\_\_\_\_.

a) - b) above are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

The Parties wish to discuss, if mutually agreed to, a business arrangement and/or collaboration in relation to packaging embellishments and or designs, or any other project/purpose, briefly described as \_\_\_\_\_ and may include a number of designs, ideas, patents, patent applications, trademarks, know-how, intellectual property rights, and trade secrets (altogether the “Purpose”).

During the relationship, each Party or its Affiliated Companies may share certain Confidential Information with the Receiving Party or its Affiliated Companies. The unauthorised use or disclosure by the Receiving Party of the Confidential Information received from the Disclosing Party would be seriously harmful to the Disclosing Party and/or its Affiliated Companies. In light thereof, the Parties agree as follows.

### TERMS AGREED

1. In this agreement the following terms shall have the following meanings:
  - a) “**Affiliated Company/ies**” means any company which directly or indirectly is controlled by, is under common control, or that is in control of either Party. “Control” means the actual ability to control the strategy and management of an entity, whether by shareholdings, contract, management structure or through any other means.
  - b) “**Disclosing Party**” means the Party disclosing Confidential Information, and “**Receiving Party**” shall mean the Party receiving Confidential Information.
  - c) “**Confidential Information**” means, any past, present or future information related to the business affairs of the Disclosing Party and its Affiliated Companies, including without limitation, information relating to ideas, inventions, improvements, processes, know-how, drawings, designs, blueprints, specifications, samples, formulas, recipes, notes, patents, applications, copyrights, trademarks, trade names, trade secrets, business plans, financial information, products, product ideas, technical information, sources of supply, strategic plans, advertising and marketing plans, customer information/lists, pricing and cost methods, personnel and business relationships. Confidential Information shall be marked with “private”, “confidential”, “internal”, “restricted”, or any other marking with similar meaning if in writing, or, if verbally communicated or learned by observation during visits and/or demonstrations, shall be identified as such at the time of communication. However, failure by the Disclosing Party to mark particular information as confidential or to confirm its confidentiality at verbal disclosure shall not prevent such information from being Confidential Information if it is manifestly of a confidential nature.
2. The Receiving Party shall protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. The Receiving Party agrees to keep the Disclosing Party’s Confidential Information in confidence and not to disclose it to any third party, nor make any use of it for any purpose other than the **Purpose**. The Parties may however share what they receive from each other under this agreement to any of the other Parties, unless expressly indicated otherwise by the Disclosing Party. The Receiving Party shall not copy or otherwise duplicate any of the Disclosing Party’s Confidential Information, in whole or in part, except in pursuit of the **Purpose**. Further, the Receiving Party shall not reverse engineer, disassemble or decompile any processes, products, prototypes, software, or other tangible objects that embody Confidential Information. For the avoidance of doubt, the Receiving Party shall not file patent or utility model applications based on the Disclosing Party’s, or its Affiliated Companies’, Confidential Information.
3. Notwithstanding the above, the Receiving Party may disclose Confidential Information, but only to its (i) employees, (ii) representatives, (iii) professional advisors, and (iv) Affiliated Companies provided that (i)-(iv) need access to the Confidential Information for the **Purpose** and provided that such party agrees to comply with the terms of this agreement. The Receiving Party shall be fully liable to the Disclosing Party for any breach of the terms of this agreement by any such party as if they were actions or omissions of the Receiving Party.
4. Upon the written request of the Disclosing Party, the Receiving Party shall immediately return all materials received from the Disclosing Party containing Confidential Information, including (but not limited to) all documents, plans, samples, drawings, specifications, notebooks, computer software and all copies thereof made by the Disclosing Party or the Receiving Party. The Receiving Party may instead elect to destroy such materials and to certify in writing to the Disclosing Party that it has done so. The obligation to return or destroy Confidential Information shall not cover information that is maintained on tapes, discs, or other storage devices solely or substantially for routine back-up purposes in the ordinary course of business provided that such backed-up information (a) is not used, disclosed, or otherwise recovered from such storage devices and (b) remains at all times subject to the terms of this agreement.
5. The above obligations shall not be binding on the Receiving Party with respect to any Confidential Information which:
  - a) is lawfully and demonstrably known to the Receiving Party prior to the time of disclosure;
  - b) is in the public domain, or subsequently comes into the public domain, through no fault of the Receiving Party;
  - c) is received lawfully from a third party, who has not obtained such Confidential Information directly or indirectly from the Disclosing Party under an obligation to keep it confidential;
  - d) is independently developed by the Receiving Party, meaning, as a result of its own efforts, without knowledge or benefit of the Confidential Information, as the Receiving Party can conclusively establish by written evidence; or

- e) the Receiving Party can conclusively establish it is or was required to disclose by law or government regulation or by any governmental authority, or regulatory body, provided that the Receiving Party takes reasonable steps to oppose and restrict the required disclosure and provides reasonable prior notice of such required disclosure to the Disclosing Party (if and to the extent permitted by law to do so). In any case, the Receiving Party shall disclose only such portion of Confidential Information which it is required to disclose.
6. This agreement governs the communications between the Parties from the Effective Date in perpetuity or until such time as the agreement is expressly terminated or superseded by a subsequent agreement between the Parties, whichever is earlier. The obligations of the Receiving Party outlined herein shall be binding for a period of five (5) years from the date of the disclosure of Confidential Information. However, in case of Confidential Information that is a trade secret under applicable law, such obligations shall survive until such Confidential Information is no longer a trade secret by law.
7. The Receiving Party acknowledges that no representation or warranty, express or implied, is made with respect neither to the truth, accuracy, completeness, or reasonableness of the Confidential Information nor infringement in third party intellectual property. Neither the Disclosing Party nor any of its Affiliated Companies shall be liable to the Receiving Party or any of its Affiliated Companies relating to or resulting from the Receiving Party's, or its Affiliated Companies', use of any of the Confidential Information or any errors therein or omissions therefrom.
8. This agreement shall not entail any obligation, of either Party to purchase any product or service from the other Party or enter into any further contract with the other Party.
9. This agreement is subject to LuxPak Ltd's Terms and Conditions of Purchase and/or Sale (whichever are applicable), and shall be governed by the laws of England and Wales. Any disputes arising out of or in connection with this agreement shall be finally settled by arbitration by the London Court of International Arbitration (LCIA) rules, by one arbitrator. The seat of Arbitration shall be London, England.
10. If any provision of this agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement. However, such determined invalidity or unenforceability shall not affect the validity of the remaining provisions of this agreement.
11. Any obligations explicitly or implicitly applying to the period after the termination of this agreement shall remain in effect after the termination of the agreement.
12. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and together constitute one and the same instrument. A Party may enter into this agreement by signing any counterpart and execution may be done by electronic signatures or by electronically scanned signature pages. The Parties agree to the terms of this agreement, and the person signing on behalf of each Party represents that he or she is authorized to execute this agreement on behalf of such Party and has the authority to bind such Party hereto.

**FOR:****LUXPAK LTD****DATE:****SIGNATURE:**

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**PRINT NAME:**

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**POSITION:****FOR:****PARTY CO.****DATE:****SIGNATURE:**

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**PRINT NAME:**

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**POSITION:**