

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT



1. **PARTIES.** This Agreement is between Bridgford Interiors Limited ("BIL") and _____ ("COMPANY"), each having the address set forth below.
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2. **BACKGROUND AND PURPOSE OF DISCLOSURE.** COMPANY and BIL are evaluating or are engaged in a business relationship (the "Project(s)"), during which BIL may disclose to COMPANY certain valuable confidential and proprietary information.
3. **DESCRIPTION OF CONFIDENTIAL INFORMATION.** BIL's interest in the Project and the fact that the parties are working together on the Project is confidential information. In addition, any and all information disclosed by BIL which by its nature is generally considered proprietary and confidential, disclosed in any manner and regardless of whether such information is specifically labelled as such, is considered confidential information, unless such information falls within the exceptions set forth below (herein after such information shall be collectively referred to as "Confidential Information").
4. **AGREEMENT TO MAINTAIN CONFIDENTIALITY.** COMPANY agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees, agents or other third parties to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. COMPANY shall not disclose Confidential Information to others or use it for purposes other than the Project.
5. **LIMITED DISCLOSURE.** COMPANY agrees to limit disclosure of Confidential Information to those employees or agents necessary for the Project who have agreed to be bound by the obligations herein.
6. **EFFECTIVE DATE AND LENGTH OF OBLIGATION.** This Agreement is effective as of the last date of execution by both parties and may be terminated by either party at any time upon written notice. COMPANY's obligation of confidentiality and non-use for Confidential Information hereunder shall last for five (5) years from the date of such written notice.
7. **EXCEPTIONS TO CONFIDENTIAL INFORMATION.** Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement by the COMPANY; (c) was in COMPANY's possession prior to disclosure, as evidenced by COMPANY's written records, and was not the subject of an earlier confidential relationship with BIL; (d) was rightfully acquired by COMPANY after disclosure by BIL from a third party who was lawfully in possession of the information and was under no obligation to BIL to maintain its confidentiality; (e) is independently developed by COMPANY's employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by the COMPANY pursuant to judicial order or other compulsion of law, provided that COMPANY shall provide to BIL prompt notice of such order and comply with any protective order imposed on such disclosure.
8. **RETURN OF CONFIDENTIAL INFORMATION.** At any time requested by BIL, COMPANY shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing such destruction or return has been accomplished.
9. **DISCLAIMER OF OTHER RELATIONSHIPS.** This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Confidential Information is disclosed or used by COMPANY.
10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of England, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of English Courts, for purposes of any legal action arising out of this Agreement.
11. **AMENDMENTS.** This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be cancelled, assigned or modified without the prior written consent of BIL.
12. **BREACH.** If COMPANY breaches the term(s) of this Agreement, BIL shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its actual damages incurred by reason of such breach, including, without limitation, its legal costs; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of BIL's rights hereunder.

Company Name

Signature

Title

Address

.....

Date

BRIDGFORD INTERIORS LIMITED

By

Title

Address Bridgford Building, Wellington Crescent, Fradley Park, Lichfield, Staffs. WS13 8RZ

Date

If Signer is (a) an individual, sign individual name and provide trade name, if any; (b) a partnership, one general partner must sign in the partnership name; or (c) a corporation, an officer must sign and include his/her title.