



H A W K S H E A D



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CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____ 20 __, between:

(1) HAWKSHEAD DESIGNS Ltd / HAWKSHEAD MANUFACTURING Ltd (referred to as "HHD + HHM"); having its place of business at
Unit 4 Penrose House, Treleigh Industrial Estate, Redruth, Cornwall, TR16 4DE, United Kingdom

AND

(2) _____ (Company name)
and each of its subsidiaries, (together referred to as "Company"), having its place of business at

WHEREAS

(A) Company intend to discuss and share information with HHD + HHM relating to

("the Subject Matters").

(B) HHD + HHM will obtain confidential commercial, scientific and technical information and data on or related to the Subject Matters (such information and data together with any information derived therefrom, the "Information").

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. HHD + HHM agrees that it shall use any Information only to determine whether it will enter into an agreement with Company for joint activities relating to the Subject Matters and in connection with such activities. HHD + HHM shall not use the Information for any other purpose without the prior written consent of Company. Upon Company's request, detailed results of any evaluations performed by HHD + HHM shall be made available to Company in written form.
2. HHD + HHM shall treat all information as confidential and the exclusive property of Company, and agrees not to disclose any of the Information to any third party without first obtaining the written consent of Company.
3. HHD + HHM further agrees to take all practicable steps to ensure that any Information shall not be used by its directors, officers or employees, except on like terms of

confidentiality as aforesaid, and that it shall be kept fully private and confidential by them.

4. The above provisions of confidentiality shall not apply to that part of the Information which HHD + HHM is able to demonstrate:
 - (a) was fully in its possession prior to receipt from Company; or
 - (b) was fully in the public domain at the time of receipt from Company; or
 - (c) became part of the public domain through no fault of HHD + HHM, its directors, officers or employees; or
 - (d) was lawfully received by HHD + HHM from some third party having a right of further disclosure.

5. HHD + HHM agrees that, at Company's request, it shall return to Company all parts of the Information provided by Company in documentary form and will return or destroy any copies thereof made by HHD + HHM, its directors, officers or employees.

6. Nothing herein contained shall be deemed to grant to HHD any rights or licenses under any patent applications or patents or under any know-how, technology or inventions of Company.

**Signed for and on behalf of
The Company:**

Company name:

Signature:

Printed name of signatory:

Title:

**Signed for and on behalf of
HAWKSHEAD DESIGNS Ltd /
HAWKSHEAD MANUFACTURING Ltd**

Company name:

Hawkshead Designs Ltd / Hawkshead
Manufacturing Ltd

Signature:

Printed name of signatory:

Title:

Hawkshead Designs Ltd

Directors: Mrs J Hawkins, P T E Hawkins
Registered Office: The Old Carriage Works, Moresk Road,
TRURO, Cornwall TR1 1DG
Registration no.: 6368477 Registered in England & Wales
VAT no.: 919 6919 71

Hawkshead Manufacturing Ltd

Directors: Mrs J Hawkins, P T E Hawkins
Registered Office: The Old Carriage Works, Moresk Road,
TRURO, Cornwall TR1 1DG
Registration no.: 8105764 Registered in England & Wales
VAT no.: 143 4237 34