

# Non-Disclosure Agreement

Date: \_\_\_\_\_

## Parties:

\_\_\_\_\_, a  
full name of company  
company registered in \_\_\_\_\_ under company number \_\_\_\_\_  
country of registration number on register  
whose registered office is at \_\_\_\_\_  
address if the office on Register of Companies  
\_\_\_\_\_  
\_\_\_\_\_

## (the Recipient)

and

3D Creative Workshops, a Firm (Partnership) in Scotland, operating from 2 Salisbury Road,  
Edinburgh, EH15 5AB

## (the Discloser)

1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the sole purpose(s) determined by the Recipient's engagement of the Information Provider's services, or the Information Provider's engagement of the Recipient's services, on a project-by-project or product-by-product basis, while observing all terms set out in any further agreements accepted by the Recipient. **(the Purpose)**
2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.
3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.
4. The undertakings in clauses 2 and 3 above apply to all data or information relating to the products or processes of the Discloser as well as all data or information relating to the Discloser, regardless of the way or form in which it is disclosed or recorded, including but not limited to:
  - a. Intellectual Property, including but not limited to production data, technical data, technical concepts, test data, plans;
  - b. Market-related Information, including but not limited to costs, pricing, terms, fees, discounts and billing, marketing techniques, analyses and forecasts;
  - c. Product Information, including but not limited to information relating to any products of the Discloser, in any form and at any stage; and

- d. Production Processes, including but not limited to design approaches, production approaches, manufacturing processes, tools, patterns, moulds, models, devices, plans, know-how and show-how.
- 5. The undertakings in clauses 2 and 3 above do not apply to:
  - a. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
  - b. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
- 6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
- 7. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.
- 8. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.
- 9. The undertakings in clauses 2 and 3 will continue in force indefinitely.
- 10. This Agreement is governed by, and is to be construed in accordance with, Scottish law. The Scottish Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Executed and Delivered as a Deed by

\_\_\_\_\_  
company name (Recipient)  
acting by \_\_\_\_\_  
full name of director

\_\_\_\_\_  
Signature of Director

in the presence of \_\_\_\_\_  
full name of witness

of \_\_\_\_\_  
full address of witness

\_\_\_\_\_  
Signature of Witness