

NON-DISCLOSURE AND INTELLECTUAL PROPERTY AGREEMENT

This agreement is entered into on this _____ (“Effective Date”),

between:

_____, (“Customer”) and

Future Processing Sp. z o.o., ul. Rokitnicka 67, 41-936 Bytom, Poland (“Recipient”)

RECITALS

- A. Customer possesses confidential information (“CI”) which he wishes to disclose to Recipient to be used by the Recipient to carry out work for Customer.
- B. To enable this work to commence and to protect the rights existing in and in relation to the CI, the parties now wish to enter into this Agreement.

IT IS AGREED THAT:

1. THE SCOPE OF INFORMATION

The CI to be disclosed and subject to this Agreement is in relation to Customer business activities.

2. OBLIGATION OF CONFIDENCE

Recipient agrees that the CI, whether in the form of data, models and samples and regardless of how communicated or recorded, received by the Recipient is confidential, valuable and proprietary and will be kept as such. Recipient will take such steps as are necessary to ensure that its agents, officers, employees, contractors and consultants are similarly bound.

3. USE, AND RESTRICTIONS ON USE

Recipient shall use all the CI in confidence solely for the purposes of evaluating it in order to determine whether the Recipient wishes to acquire an interest in the CI and the recipient shall not:

- a) Make any other use of the CI except as expressly authorized by the disclosing party in writing; and
- b) Disclose or permit or cause to be disclosed the CI to any person except to such of Recipient’s agents, officers, employees, contractors and consultants as are necessary to properly evaluate the CI, and only then under terms of confidentiality of the same or stricter effect as these.

4. EXCEPTIONS

The obligations of confidentiality shall not apply to any CI disclosed to Recipient to the extent that it:

- a) Was known to Recipient prior to its communication by or through the disclosing party or by or through any agent of Recipient as evidenced by the written records of Recipient; or

- SAMPLE
- b) Enters the public domain otherwise than by default of Recipient or persons acquiring the same from Recipient; or
 - c) Becomes known to Recipient by the action of a third party not in breach of any obligation of confidentiality to Customer.

5. NO RIGHTS CONFERED

Neither this Agreement nor the exchange of any CI pursuant to the terms of this Agreement confers any rights upon Recipient in relation to any CI. Ownership of and the rights in relation to the CI remain with Customer and no licence or right of use of the CI is granted except as specifically set out above.

6. TERM

SAMPLE

This Agreement shall govern the communications relating to Confidential Information between Customer and Recipient during the period of three (3) years as of the Effective Date, or until such time as the present Agreement is expressly superseded by a subsequent agreement between the parties hereto.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

If the Recipient (including Companies, Organisations and Individuals working for the Recipient under specific contract or subcontract) makes, discovers or creates Intellectual Property in the course of their work with Customer the parties agree that, in this respect, the owner of the Intellectual Property is Customer.

- a) If at any time during their work for Customer, the Recipient makes or discovers or participates in the making or discovery of any Intellectual Property relating to or capable of being used in the business of Customer, the Recipient shall immediately communicate full details of the Intellectual Property to Customer and such Intellectual Property shall be the absolute property of Customer.
- b) At the request and expense of Customer, the Recipient shall give and supply all such information, data, drawings and assistance as may be requisite to enable Customer to exploit the Intellectual Property to the best advantage and shall execute all documents and do all acts and things which may be necessary or desirable for obtaining patent, copyright or other protection for the Intellectual Property in such parts of the world as may be specified by Customer.

SAMPLE

Recipient:
Company: _____
Signed _____
Name _____
Date _____

Customer:
Company: _____
Signed _____
Name _____
Date _____