

NON-DISCLOSURE AGREEMENT

This Agreement is made the day of _____:

- (1) **CALLIGRAPHY STUDIO "Receiving Party"** (whose registered address is
- (2) 6 Pasfield Court, 6A Cleaver Street, Kennington, London SE11 4DY ("**Calligraphy Studio**")
- (3) _____ "**Disclosing Party**", (whose registered address is
- (4) _____ ("_____"))

The purpose of this Agreement is to establish the rights and interests of the Parties regarding the handling of confidential and proprietary information.

WHEREAS:

- either party may be disclosing to ("**Disclosing Party**"), and/or receiving from ("**Receiving Party**") the other party certain confidential and proprietary information including, but not limited to, business operations, processes, plans, intentions, product information, know-how, concept ideas, designs, trade secrets, market opportunities, customers, costs, prices, business plans, details of corporate organisation and ownership and corporate financial information and any other information or data of whatever kind whether in physical, electronic, written or oral form, all of which is referred to herein as "Information", and
- for the purpose of Receiving Party services to Disclosing Party (the "**Designated Purpose**"), the parties are each willing to disclose and receive Information under the terms and conditions specified below.

IT IS AGREED:

1. Each party will maintain all Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Information to any third party without the prior written consent from the Disclosing Party.
2. The restrictions contained in this Agreement shall not, however, prevent the parties from disclosing any of the Confidential Information received hereunder to such employees as may be necessary to fulfil the Designated Purpose, provided that such employees, agents and advisors are apprised of, and undertake to observe, the conditions of confidentiality and non-disclosure here in set out and that their names are stored and can be made available upon request to the other party.
3. Each party will use the Information only for the Designated Purpose. Information shall be deemed confidential regardless of the fact it is not marked as such if given in writing or, if given orally, identified as confidential orally prior to disclosure.
4. The Receiving Party accepts and agrees that all of the Information is and shall at all times exclusively remain the property of the Disclosing Party (or its related companies as the case may be) and that the Receiving Party shall not acquire any proprietary right or interest in relation to the same or any licence to utilise the same except as expressly detailed hereunder.
5. The Receiving Party's obligation of non-disclosure under this Agreement shall not apply to Information which

- (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party;
 - (b) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party;
 - (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Information without restriction;
 - (d) is independently developed by the Receiving Party without resort to information which is confidential under this Agreement, and can so be proven by written records; or
 - (e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable in order to afford to Disclosing Party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.
6. Whenever requested by the Disclosing Party and in any event upon fulfilment of the Designated Purpose, the Receiving Party shall within 7 days return to the Disclosing Party all physical embodiment of all of the Information which is in readable or machine-readable format, without retaining any copy, precis or other reproduction of the same or, at the Disclosing Party's option, shall destroy all such Information as the Disclosing Party may designate.
 7. The Receiving Party's obligation of confidentiality shall survive this Agreement for a period of ten years from the date of this Agreement and thereafter shall terminate and be of no further force or effect.
 8. The Parties agree that this Agreement shall not be assigned by either party without the other's prior written consent.
 9. The Disclosing Party grants no right or license in respect of the Information to the Receiving Party except as expressly set forth in this Agreement.
 10. This Agreement is governed in all respects by the laws of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction for deciding any dispute arising here under or here from.
 11. This Agreement supersedes all prior agreements between the parties, oral or written, concerning the disclosure of Information.

For and on behalf of CALLIGRAHPY STUDIO:

Name: _____ Job title: _____

Signed: _____ Dated: _____

For and on behalf of _____ :

Name: _____ Job title: _____

Signed: _____ Dated: _____