CONFIDENTIALITY AGREEMENT

**THE SIGNATORIES TO THIS AGREEMENT COMPRISE**: -

1. **MBDA UK Limited**, a company incorporated under the laws of England and Wales (registered number 3144919) whose registered office and principal place of business is at Six Hills Way, Stevenage, Hertfordshire SG1 2DA, England (“**MBDA UK**”); and
2. **(Insert Company Name)**, a company registered in England and Wales (Company Registered Number XXXXXXXX) whose registered office is at (**Insert full company address**) (“**Insert Company Name**”).

(The above being referred to herein collectively as “Parties” or individually as a “Party”.)

**WHEREAS**:

1. In furtherance of the discussion and supply of Ceramic Matrix Composites (the “Purpose”) it may become necessary for the parties to disclose to one another information considered by them to be proprietary and/or confidential.
2. Each of the Parties wishes to protect its own information so disclosed, and for that purpose has agreed to the terms and conditions of protection herein contained and resolve to afford all necessary protection to the said information.

**NOW THEREFORE IT IS AGREED AS FOLLOWS**: -

# For the purposes of this Agreement the following definitions shall apply: -

## “Proprietary Information” shall mean all technical and business information including without limitation all data, documentation (including any information which can be obtained by examination, testing or analysis of any hardware or any component part thereof provided by the Disclosing Party) specifications, drawings, designs, films, computer software, hardware, know-how and other matters of a business sensitive nature (including without limitation pricing information) disclosed between the Parties which is in tangible or visible form and clearly marked or designated by the Disclosing Party as proprietary (or is communicated orally or visually on a basis of confidentiality and subsequently presented in tangible or visible form to the Receiving Party within a period of not more than 30 (thirty) days of such communication, it being understood that such information shall be protected hereunder for the said 30 (thirty) day period). If information is in the form of computer software, magnetic recording or some other machine-readable form, it shall be identified as proprietary at the time of disclosure, and the container and any physical embodiment thereof shall be clearly marked as proprietary.

## “Disclosing Party” shall mean that Party disclosing Proprietary Information.

## “Receiving Party” shall mean that Party receiving Proprietary Information.

# The protection to be accorded to Proprietary Information hereunder does not and shall not extend to any information which it can be proved by the Receiving Party upon the written request of the Disclosing Party:

## at the time of disclosure was, or thereafter became, part of the public domain otherwise than through the fault or negligence of the Receiving Party, or breach of this Agreement by the Receiving Party; or

## was lawfully obtained by the Receiving Party from a third party (not being a Party hereto) who had unrestricted rights of disclosure; or

## was already in the unrestricted possession of the Receiving Party at the date of receipt of the information pursuant to this Agreement; or

## has since become known independently, or was independently developed by the Receiving Party without making use of the Proprietary Information of the Disclosing Party; or

## has been approved for unlimited release or use by written authorisation of the Disclosing Party.

# The period over which such disclosures are expected to take place is 24 (Twenty Four) months from the effective date of this Agreement, or such extended period as the Parties may agree in writing.

# The Parties shall each designate a single address and person in their organisation to receive written disclosures and identifications of Proprietary Information hereunder, and to be responsible for ensuring the observance of this Agreement.

For MBDA UK that address and person shall be: -

MBDA UK Limited

Six Hills Way

Stevenage

Hertfordshire

SG1 2DA

Attention: Steven Powell

Category Manager – Composites UK

For (Insert Company Name) that address and person shall be

Insert Company name

Insert line of address

Insert line 2 of address

Insert line 3 of address

Inset line 4 of address

Insert line 5 of address

Attention :- (Insert Name and position held)

or such other individuals as may be notified by one Party to the other in writing from time to time.

# In consideration of and subject to the foregoing the Receiving Party in each case undertakes for a period of 10 (ten) years from the date of disclosure in each case in respect of Proprietary Information disclosed to it hereunder: -

## to keep such Proprietary Information confidential; and

## except with the prior written consent of the Disclosing Party, not to make or cause to be made any re disclosure thereof whether directly or indirectly to any third party;

## and

## not to disclose such Proprietary Information to any personnel within its own organisation who do not have a need to receive such Proprietary Information for the purposes of this Agreement; and

## not to use or allow to be used such Proprietary Information except solely for the purposes of this Agreement, unless (and then only to the extent to which) a further use of the Proprietary Information is specifically authorised in writing by the Disclosing Party; and

## upon the Disclosing Party’s written request and option, either to return to the Disclosing Party such of the Disclosing Party’s Proprietary Information as is in tangible form (together with all copies thereof within its possession or control) or make such other disposal or disposition thereof as may be stipulated by the Disclosing Party; and

## not to copy or reproduce the Proprietary Information without the express permission of the Disclosing Party except for such copies as may reasonably be required for the purposes of this Agreement.

# The execution, existence and performance of this Agreement and of the present discussions and negotiations shall be kept confidential by the Parties and shall not be disclosed by either Party without the prior written consent of the other Party, except to the extent strictly necessary to impart to a recipient authorised to receive Proprietary Information hereunder the details of the protective obligations with which such recipient will be required to comply.

# Nothing herein shall be deemed to replace, or prejudice, any security classification referenced on any part of the Proprietary Information, and the Receiving Party undertakes to respect and observe all regulations and restrictions relating to any such security classification called up in the Proprietary Information and to accord such material a degree of security at least equivalent to that applicable in the country of its origin, such obligation to continue for such time as the appropriate authority and the law of the applicable country shall deem proper.

# The provisions of this Agreement shall remain in force, notwithstanding the expiry of the disclosure period referred to in Clause hereof, in respect of any Proprietary Information disclosed prior to such expiry.

# Notwithstanding anything to the contrary in this Agreement, Proprietary Information disclosed by **(Insert Company Name)** to MBDA UK may in turn be re-disclosed by MBDA UK to MBDA Missiles SA (“MBDA M”) and/or MBDA France SA (“MBDA FR”) LFK-Lenkflugkörpersysteme GmbH (“LFK”) and/or MBDA Italia SpA (“MBDA IT”) (all of which together constitute a single integrated guided weapons business) subject to such re-disclosure being on the same terms as the original disclosure to MBDA UK under this Agreement, provided always that MBDA UK shall be liable to **(Insert Company Name)** for any failure by MBDA M and/or MBDA FR and/or LFK and/or MBDA IT to abide by those terms.

# Nothing herein shall be construed as granting by implication or otherwise to the Receiving Party any proprietary rights in or title to or any licence in respect of the Disclosing Party’s Proprietary Information.

# This Agreement shall operate to benefit and bind the legal successors and assigns of each of the Parties, it being understood, however, that the original Party shall in any event remain bound by this Agreement after any such succession or assignment.

# Notices hereunder shall be deemed validly given if delivered by hand or sent by facsimile or by post (first class recorded delivery, with proof of posting or commercial courier to the Legal Department at address of the intended recipient as shown at the head of this Agreement, and shall be deemed effective upon the date of dispatch.

# Since money damages may not be a sufficient remedy for any breach of this Agreement by the Receiving Party, the injured Party shall also be entitled to specific performance and injunctive relief.

# Nothing in this Agreement shall be construed as compelling either Party to disclose or permit the disclosure of Proprietary Information to the other Party.

# Nothing herein shall disentitle the Receiving Party from re-disclosing, at the request of a UK Government body under the Freedom of Information Act 2000, Proprietary Information received from the Disclosing Party, provided that the Receiving Party so requested shall promptly notify the Disclosing Party and either co-operate, at the demand of the latter, in any reasonable and proper action to oppose such request on a legally justifiable basis, or, if no such demand is made within a reasonable time of such notification, be entitled so to re-disclose such Proprietary Information after so informing the Disclosing Party.

# A party who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce the terms of this Agreement, but this does not affect the rights or remedies of a third party that exists or is available otherwise than under that Act.

# This Agreement supersedes all prior and collateral communications, reports and understandings between the Parties in relation to its subject matter. This Agreement shall be deemed to supplement, and shall not prejudice the applicability of any specific legend or statement associated with any Proprietary Information disclosed.

# This Agreement shall be governed by and be construed and take effect in all respects in accordance with the Laws of England and Wales and the Parties submit to the jurisdiction of the English courts.

This Agreement shall be governed by and construed and take effect in all respects in accordance with the Laws of England and Wales.

# This Agreement shall become effective upon the date of last signature hereto **IN WITNESS** whereof the above named Parties have caused this Agreement to be executed by their duly authorised signatories upon the various dates shown below.

Signed: ………………………………………… Dated: ……………

Name: …………………………………………

Title: …………………………………………

for and on behalf of

MBDA UK Limited

Signed: ………………………………………… Dated: ……………

Name: …………………………………………

Title: …………………………………………

for and on behalf of

(Insert Company Name)