

Confidentiality Agreement

THIS AGREEMENT is made as of _____ between **Principle Group and all subsidiary companies (“Principle”)**, having an office at Tandem Industrial Estate, Waterloo, Huddersfield, HD5 OAL, England and its registered office at _____ (herein referred to as ‘the Supplier’).

Principle wishes to assure the confidentiality of certain of its trade secrets, information and other materials which it may disclose to the Supplier for the purposes of certain discussions, negotiations or proposals relating to the provision of services, goods and/or equipment (“the Purpose”). The Supplier acknowledges that access to such information is granted in confidence, and that such information is not available to the general public, and must be kept confidential whether for regulatory, customer relations, competitive or other reasons.

In consideration of the obligations and promises contained herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Confidential Information

“Confidential Information” shall mean any information or materials of Principle or its subsidiaries or affiliates relating to its business, financial and corporate activities and organization, including but not limited to Principle’s trade secrets, hardware, software, programs, processes, specifications, designs, plans, drawings, data, prototypes, discoveries, market research, marketing techniques and plans, business plans and strategies, proposals, bids, quotes, price lists, pricing policies, contracts, purchase orders, employees, staffing, supplier and subcontractor lists and arrangements, finances or other business, financial and/or technical information and materials, and any analyses, compilations, studies or documents prepared by Principle, its representatives or employees which summarize any such information or materials. Confidential Information shall also include such information or material related to Principle customers, including without limitation customer names and contacts, customer locations, plans and specifications for customer-related products, customer business plans, customer corporate identification plans and programs and any other information related to an Principle customer which the Supplier receive from Principle or Principle’s customer. Confidential Information also includes any information of the types described above which Principle has obtained from another party and treats as proprietary or designates as Confidential Information whether or not owned or developed by Principle. Confidential Information includes all information or materials in any and all formats, written, electronic or otherwise, and all copies, compilations, summaries, notes or extracts thereof.

2. Exceptions

Notwithstanding anything to the contrary contained herein, the Supplier shall have no obligation with respect to any Confidential Information which:

- Is in or enters the public domain other than as a result of a breach of this Agreement;
- Is lawfully obtained by the Supplier from a third party without any obligation by the Supplier to maintain the information confidential;
- Is known by the Supplier prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by Principle under this Agreement;
- Is independently developed by the Supplier without reference to Confidential Information;
- Is the subject of a written agreement whereby Principle consents to the disclosure of such Confidential Information;
- or Is required to be disclosed by judicial or administrative process in connection with any action, suit, proceeding or claim, or by a competent regulatory or governmental authority, or otherwise by applicable law, provided that the Supplier shall give prompt notice of such disclosure to Principle as soon as possible and consult with Principle as to the steps to be taken to avoid or minimize the disclosure, which is, in each case, evidenced by tangible records kept in the ordinary course of business.

3. Protection of Confidential Information

(a) The Supplier agrees:

To protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information or its materials and information similar to the Confidential Information but in any event with no less than a reasonable degree of care;

To take all appropriate security measures to keep and protect the Confidential Information in such a way as to prevent its unauthorized disclosure and to clearly mark all Confidential Information as belonging to Principle or its customers;

Not to disclose the Confidential Information to any third party, nor to use Confidential Information for any reason (including any competitive or commercial reason) other than for the Purpose, or as otherwise agreed in writing with Principle.

To protect the Confidential Information from disclosure to anyone other than its directors, officers, employees, contractors, professional advisors and agents who have a business-related need to have access to such Confidential Information. The Supplier shall ensure that any director, officer, employee, contractor, professional advisor or agent to whom it does disclose the Confidential Information shall be bound to keep such Confidential Information confidential, in accordance with the terms of this Agreement.

The Supplier shall also ensure that such persons are fully aware of the Supplier's obligations under this Agreement and comply with its terms as if they were a party to it. The Supplier shall be responsible and liable for the breach of this Agreement by any of its directors, officers, employees, contractors, professional advisors and agents.

(b) The Supplier shall as soon as possible advise Principle in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and shall take all steps reasonably requested by Principle to limit, stop or otherwise remedy any misappropriation, disclosure or use of the Confidential Information caused by the Supplier's action or inaction.

The Supplier will only make as many copies of the Confidential Information as are necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices that appear on the originals.

Confidential Information provided in written, pictorial, floppy disks, magnetic disks, optical disks and/or other tangible or intangible form shall not be duplicated by the Supplier shall not and shall not assist others to disassemble, decompile, reverse engineer or otherwise attempt to recreate the Confidential Information except with the prior written consent of Principle.

4. Publicity

The Supplier shall not issue any press releases or otherwise disclose or announce to third parties anything relating to Principle or Principle's customer, to this Agreement, to any business dealings or potential business dealings between the Supplier and Principle or to any plans or projects of Principle's customers without in each case and on each occasion obtaining the prior written consent of Principle.

5. Term and Termination

The confidentiality obligations of the Supplier under this Agreement are permanent and shall survive any termination of this Agreement. In the event any Court of competent jurisdictions determines that the confidentiality obligations of the Supplier under this Agreement must be for a stated term, then the term of this Agreement shall be the maximum number of years permitted by law.

6. Return of Confidential Information

On termination of this Agreement, or any time at the request of Principle the Supplier shall promptly and, in any event, within ten (10) days of termination of this Agreement or request by Principle:

- a. Promptly return to Principle, or suitably destroy and account for, all originals and copies of any Confidential Information provided to it, before or after the date of this Agreement, together with all summaries, reports, analyses, notes, extracts or other material which incorporates or reflects the Confidential Information in its possession or control.
- b. Erase or destroy so they cannot be retrieved, all copies, direct or indirect, in electronic or any intangible form information sources; and
- c. provide to Principle a certificate signed by a responsible corporate officer of the Supplier, certifying that the Supplier has carried out its obligations hereunder in regard to destruction or return of the Confidential Information and has not retained any originals or copies of the Confidential Information or any content thereof in any format.

7. No Licenses

The Supplier acknowledges and agrees that all rights, licenses and title to Principle's Confidential Information and Confidential Information of Principle's customers will at all times remain with Principle or its customer and that no right, license, title or interest shall be deemed to be granted to the Supplier as a result of disclosure to it of the Confidential Information, except the limited right to use the Confidential Information for the Purpose pursuant to any written agreement between the Supplier and Principle.

8. Securities Laws

The Supplier understands and acknowledges that it is aware, and its employees, management, clients, partners, and other officers have been or will be advised that United Kingdom securities laws and the laws of other nations and jurisdictions contain certain restrictions on trading in securities of a company by persons possessing material non-public information about the company and prohibit other improper use of such information.

9. Disclaimer of Warranties

The Supplier understands and acknowledges that any Confidential Information provided is done so without any representation or warranty, express or implied, as to the accuracy or completeness of such Confidential Information.

10. Indemnity

The Supplier shall indemnify and keep indemnified at all times Principle, its Affiliated Companies, associated companies, successors and assigns and its employees, directors and officers to the full extent lawful against any loss, damage, claim or liability whatsoever (including legal fees) arising, directly or indirectly, out of any breach or non-performance by The Supplier or its employees, contractors, directors or officers of any of its obligations hereunder.

11. No Commitment

Nothing in this Agreement shall oblige Principle to enter into any further or future relationship or agreement with the Supplier or to procure any goods or services from the Supplier

12. General Provisions

This Agreement is governed by and construed in accordance with the laws of United Kingdom. The parties hereby irrevocably submit to the jurisdiction of the United Kingdom Courts over any action or proceeding relating to this Agreement.

This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. Except as specifically provided herein, nothing in this Agreement is intended to confer on any third party (whether referred to herein by name, class, description, or otherwise) any right to enforce any term contained in this Agreement.

If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

The Supplier may not assign or otherwise transfer all or any of its rights or interests hereunder without the prior written consent of Principle. This Agreement shall be binding on the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year set forth above.

For Principle:

For _____ :

Name: Stephen Locke

Signature:

Position: Chief Supply Chain Officer

Name:

Date: December 2018

Position:

Date: