

Robins and Wright Ltd

THIS CONFIDENTIALITY AGREEMENT (the 'Agreement') dated this

BETWEEN

Robins and Wright Ltd

Registered address: 22 Strand House, London SE28 0LU

Company Number: 6478098

AND

BACKGROUND

1. Your company and Robins and Wright Ltd are contemplating a possible transaction (the transaction) with respect to pattern cutting service. In connection with the transaction ('the permitted purpose') Robins and Wright Ltd has requested certain confidential information (the 'confidential information') regarding the transaction
2. IN CONSIDERATION OF and as a condition of your company providing the confidential information to Robins and Wright Ltd in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and as a condition of your company providing the confidential information to Robins and Wright Ltd , the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this agreement agree as follows: Confidential information
3. All written and oral information, sketches and materials disclosed or provided by your company to Robins and Wright Ltd under this agreement is confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to Robins and Wright Ltd. Confidential information will not include information that: Is generally known in the industry of fashion design Is now or subsequently becomes generally available to the public through no wrongful act of Robins and Wright Ltd.
4. Robins and Wright Ltd. Rightfully had in its possession prior to receiving the confidential information from your company.
5. Is independently created by Robins and Wright Ltd. Without direct or indirect use of the confidential information.
6. Robins and Wright Ltd rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Obligations Except as otherwise provided in this agreement, Robins and Wright Ltd must keep the confidential information confidential. Except as

otherwise provided in this agreement, the confidential information will remain the exclusive property of your company and will only be used by Robins and Wright Ltd for the permitted purpose. Robins and Wright Ltd will not use the confidential information for any purpose which might be directly or indirectly detrimental to your company. The obligations to ensure and protect the confidentiality of the confidential information imposed on Robins and Wright in this agreement will continue indefinitely.

Governing law

This agreement shall be governed by and construed in accordance with the law of the England and Wales and the parties hereto hereby submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS the parties have executed this agreement as of the date first above written.

your company

By:

Dated

Robins and Wright Ltd

By:

Dated: