

Please fill in the attached Non-Disclosure Agreement and post it to the following address:

Inventive Design  
29 Wharf Mill  
Congleton  
Cheshire  
CW12 3GQ  
United Kingdom

We will retain one copy of the agreement for our records and send you the original document with our signature to the following address:

(Please fill in your shipment address)

.....  
.....  
.....  
.....  
.....  
.....

**Inventive-Design**

29 Wharf Mill  
Congleton  
Cheshire  
CW12 3GQ  
United Kingdom

**Telephone:**  
+44 (0) 7979 481990

**Fax:**  
+44 (0) 1260 274324

**Inventive-Design**

32a Ole Vigs Gt.  
Oslo, 0366  
Norway

**Telephone:**  
+44 (0) 7979 481990

**Fax:**  
+44 (0) 1260 274324

**Website:**  
[www.inventive-design.com](http://www.inventive-design.com)

**Email:**  
[admin@inventive-design.com](mailto:admin@inventive-design.com)

# Non-Disclosure Agreement

This Agreement is made this ..... day of ....., ..... between:  
Inventive Design, Ole Vigs Gt 32A, Oslo, 1368, Norway (hereinafter referred to as  
“Inventive Design”), and

.....  
.....  
.....  
(hereinafter referred to as the “Company”),

Whereas, Inventive Design and the Company contemplate a business relationship which will require the disclosure by the Company to Inventive Design of Confidential Information as defined in clause 1 below.

In consideration of the mutual covenants and promises contained herein, Inventive Design and the Company agree as follows:

1. In this Agreement, the term “Confidential Information” shall mean any confidential, proprietary and trade secret information of the Company, including information and data of an intellectual, industrial, commercial, technical or scientific nature and software or firmware either belonging to the Company or which the Company has a duty to protect, provided that such information is clearly marked as “confidential” “proprietary” or “secret”.

2. In respect of Confidential Information disclosed to Inventive Design by the Company, Inventive Design agrees that:

- (a) it will not directly or indirectly disclose Confidential Information to any third party; and
- (b) it will not use Confidential Information for any purposes other than those requested by the Company or which are necessary to fulfil a contract entered into with the Company; and
- (c) it shall restrict disclosure of Confidential Information to such of its employees who need access to such information; and
- (d) it shall protect Confidential Information with at least the same degree of care as it protects its own confidential and proprietary information, and in any event with not less than a reasonable degree of care.

3. This Agreement imposes no obligation on Inventive Design in respect of Confidential Information which:

- (a) is in the public domain without breach of this Agreement; or
- (b) is approved for release in writing by the Company; or
- (c) is disclosed to Inventive Design by a third party without obligation of confidentiality; or
- (d) is generally disclosed by the Company to third parties without obligation of confidentiality; or
- (e) is known to Inventive Design prior to the date of this Agreement; or
- (f) is developed by Inventive Design independently.

**Inventive-Design**  
29 Wharf Mill  
Congleton  
Cheshire  
CW12 3GQ  
United Kingdom

**Telephone:**  
+44 (0) 7979 481990

**Fax:**  
+44 (0) 1260 274324

**Inventive-Design**  
32a Ole Vigs Gt.  
Oslo, 0366  
Norway

**Telephone:**  
+44 (0) 7979 481990

**Fax:**  
+44 (0) 1260 274324

**Website:**  
[www.inventive-design.com](http://www.inventive-design.com)

**Email:**  
[admin@inventive-design.com](mailto:admin@inventive-design.com)

# Non-Disclosure Agreement

4. Inventive Design shall not be liable for any disclosure of Confidential Information which results from the unauthorised interception by a third party of any physical or electronic message or file transfer.

5. Inventive Design agrees that all Confidential Information disclosed to it by the Company shall remain the property of the Company. After completion of the tasks in contemplation of which the Confidential Information was disclosed, Inventive design will on receipt of a written request from the Company destroy all copies of the Confidential Information in its possession and certify in writing that it has done so.

6. Where the Confidential Information includes the source code of software, the Company warrants that it either owns the intellectual property rights in the software or is properly licensed by the owner of such rights to disclose the source code to Inventive Design for the purposes contemplated by the parties to this Agreement. Where Inventive Design carries out a conversion of such software to a different form, representation or computer language, either using an automated tool or through human effort or by a combination of both, all intellectual property rights in the converted software shall remain with the owner or owners of the intellectual property rights in the original software.

7. The Company agrees to hold Inventive Design harmless against any claim from any third party arising from the disclosure of Confidential Information or from any tasks carried out by Inventive Design using Confidential Information disclosed under this Agreement,

8. This Agreement shall terminate after a period of five (5) years from the date of the Agreement.

9. This Agreement constitutes the whole and entire agreement between the parties as to the disclosure or protection of Confidential Information.

10. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties to this Agreement, and all other provisions of this Agreement shall be regarded as fully valid and enforceable.

11. This Agreement shall be governed by the Laws of Norway and the parties to this Agreement submit to the exclusive jurisdiction of the Norwegian courts.

12. The failure of either party to enforce any right under this Agreement shall not be deemed a waiver of any right relating to any subsequent breach of the Agreement.

## **Inventive-Design**

29 Wharf Mill  
Congleton  
Cheshire  
CW12 3GQ  
United Kingdom

**Telephone:**  
+44 (0) 7979 481990

**Fax:**  
+44 (0) 1260 274324

## **Inventive-Design**

32a Ole Vigs Gt.  
Oslo, 0366  
Norway

**Telephone:**  
+44 (0) 7979 481990

**Fax:**  
+44 (0) 1260 274324

**Website:**  
[www.inventive-design.com](http://www.inventive-design.com)

**Email:**  
[admin@inventive-design.com](mailto:admin@inventive-design.com)

# Non-Disclosure Agreement

This Agreement is the entire agreement between the parties on nondisclosure of confidential information and supersedes all prior representations and agreements between the parties on that subject.

**Signed for and on behalf of Inventive Design:**

Signed:.....

Name:..... Date:.....

Title:.....

**Signed for and on behalf of the Company:**

Signed:.....

Name:..... Date:.....

Title:.....

**Inventive-Design**  
29 Wharf Mill  
Congleton  
Cheshire  
CW12 3GQ  
United Kingdom

Telephone:  
+44 (0) 7979 481990

Fax:  
+44 (0) 1260 274324

**Inventive-Design**  
32a Ole Vigs Gt.  
Oslo, 0366  
Norway

Telephone:  
+44 (0) 7979 481990

Fax:  
+44 (0) 1260 274324

Website:  
[www.inventive-design.com](http://www.inventive-design.com)

Email:  
[admin@inventive-design.com](mailto:admin@inventive-design.com)