



## CONFIDENTIALITY AGREEMENT

This agreement, dated as of \_\_\_\_\_ (the "Effective Date"), is between Saxon Machinery Limited ("Saxon") with offices at 9 Jerdan Place, Fulham, London, SW6 1BE, United Kingdom, and \_\_\_\_\_ ("Company") with offices at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Saxon and Company are hereinafter referred to individually as a "party" and collectively as "parties".

Whereas the parties are pursuing business opportunities of mutual interest and in connection with these opportunities, Saxon, or its affiliates, principals, agents and others acting on its behalf, may disclose or may have disclosed to the Company certain Confidential information (hereinafter defined) related to machinery of a third party entity for whom Saxon is acting as broker ("Seller"), for which Saxon and Seller desires to keep confidential.

Therefore, in consideration of the covenants hereinafter set forth, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. "Confidential Information" means any information disclosed by Saxon, or its affiliates, principals, agents and others acting on its behalf, either directly or indirectly, in writing, orally, through tours of facilities or by inspection of tangible objects including without limitation information regarding Seller's (1) machinery, equipment, process or layout (2) technical data; (3) trade secrets, research, processes, methods copyrights, techniques, and patentable and patented inventions; and (4) software, hardware, designs, configurations, computer program narratives, flow charts, source and object codes. The term Confidential Information shall also include the forgoing information with respect to any of Saxon's and Sellers's principals and affiliates.
2. Restrictions.
  - (a) All Confidential Information made available to the Company will remain the exclusive property of Saxon or Seller. The Company shall not use any Confidential Information except to evaluate and engage in discussions concerning the potential purchase of Seller's Equipment.
  - (b) The Company shall restrict access to Confidential Information to their agents, directors and principals ("Representatives") with a need to know the Confidential Information in order to fulfil the purpose of this agreement. The Company shall inform its Representatives of the confidential nature of the Confidential Information, shall cause the Representatives to treat the Confidential Information confidentially and shall be responsible for a breach of this agreement by their Representatives.
  - (c) The Company shall not disclose any Confidential Information to third parties without Saxon's written consent, subject to the third party executing a confidentiality agreement in form and substance acceptable to Saxon
  - (d) The Company shall not disclose that they are in business discussions with Saxon.
3. Maintenance of Confidentiality. The Company shall take all reasonable measures to protect the confidentiality of and avoid disclosure or use of the Confidential Information. Without limiting the foregoing, the Company shall take at least the same measures they take to protect their own most highly confidential information.
4. Exclusions. Confidential Information shall not include information which the Company can establish by written documentation (i) was publicly known prior to disclosure or which becomes publicly known thereafter through no action or inaction of the Company; (ii) is already in the possession of the Company at the time of disclosure; (iii) is obtained by the Company from a third party without a breach of such third party's obligations of confidentiality; or (iv) is independently developed by the Company without use of or reference to Confidential Information.

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### Saxon Machinery Limited.

Company number 8029099 - VAT number 139 5887 58  
EORI (Economic Operator Registration and Identification) number GB 139588758000  
9 Jerdan Place (box 203), Fulham, London SW6 1BE, United Kingdom  
[ceo@saxonmachinery.com](mailto:ceo@saxonmachinery.com) Ph +44 7500 11 5232 [www.saxonmachinery.com](http://www.saxonmachinery.com)



5. Legal Disclosure. The Company shall be permitted to disclose Confidential Information if compelled to do so pursuant to an order or subpoena from a court or other government agency with jurisdiction to do so or by operation of law, provided the Company provides Saxon with prompt notice of the same so that Saxon or Seller may seek an appropriate protective order. In the absence of a protective order, the Company shall cooperate with Saxon to resist or limit the disclosure. The Company shall disclose only that portion of the Confidential Information that they are advised in writing by counsel that they are obligated to disclose; provided, however, that to the extent permitted by law, Company agrees to provide Saxon written notice of the Confidential Information to be disclosed as far in advance as practicable.
6. No Obligation. Nothing herein shall obligate either party to enter into a transaction with regard to the business opportunities being discussed between the parties nor shall Saxon or Seller have an obligation to disclose Confidential Information that it does not wish to disclose.
7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". SAXON AND SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.
8. Return of Materials. Upon termination of the discussions between the parties or upon Saxon's request, whichever is sooner, the Company shall return all Confidential Information and shall destroy all copies, notes and other writings prepared by the Company and its advisors and Representatives which relate to the Confidential Information. At Saxon's request, the Company will furnish a certificate, signed by an officer of the Company, certifying that any Confidential Information not returned has been destroyed.
9. No License. Nothing in this agreement is intended to grant the Company any rights in or to the Confidential Information.
10. Term. This agreement shall become effective on the Effective Date and remain in effect for a period of one (1) year, or until terminated by either party upon thirty (30) days written notice to the other party provided, however, that the obligations of Company shall survive until such time as the particular Confidential Information falls within one of the exclusions set forth in Section 4 above.
11. Third Party Beneficiary. The Company shall be directly liable to the Seller for any breaches of Company's obligations under this letter, and the Seller shall be an express third party beneficiary of this agreement; and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.
12. Remedies. In the event of any breach or threatened breach of this agreement by the Company, its Representatives or anyone acting on its behalf or under its control, the Company recognises that any remedy at law will be inadequate and agrees that Saxon or Seller shall be entitled to temporary and/or permanent injunctive relief for any such breach. The Company hereby consents to the entry of such temporary and/or permanent injunctive relief without requiring Saxon or Seller to post a bond.
13. Entire Agreement. This document contains the entire agreement between the parties with respect to confidentiality and may not be amended except in writing signed by both parties. This agreement may be signed in counterparts, and delivered by electronic means, and such electronic counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged
14. Enforcement. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof. If any provision of this agreement is held invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law.
15. Notice. Any notice or other communication required or permitted under this agreement shall be in writing and shall be delivered via overnight air courier or certified mail, return receipt requested to the addresses set forth in the introduction of this agreement or such other address as the party to whom notice is to be given shall have previously notified the other party.

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IN WITNESS WHEREOF, duly authorised representatives of the parties have caused this Agreement to be entered into as of the day and year first above written.

**COMPANY**

**SAXON MACHINERY LTD.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mark Livingstone

Title: \_\_\_\_\_

Title: Managing Director

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