

**NON-DISCLOSURE AGREEMENT**

<b>Date</b>	
<b>Us</b>	British Fashion Council, a company limited by guarantee, registered under company number 02050620 whose registered office is at 33 Broadwick Street, Soho, London W1F 0DQ
<b>You</b>	
<b>Purpose</b>	<i>For the purpose of exchange of information between the British Fashion Council and production agencies for the Institute of Positive Fashion stand build at COP26</i>
<b>Confidential Information</b>	Any and all information (which is by its nature confidential) stored or provided in any medium whether oral, written, stored electronically or magnetically or otherwise in machine readable form which is provided by us to you (or by a third party on our behalf), including, but not limited to: (i) concepts, ideas, data, know-how, formulae, processes, designs, photographs, drawings, specifications, models, programs, samples, budgets; and (ii) any other material bearing or incorporating any information relating to our finances or business, our future plans, details of any of our events, partners, sponsors or suppliers, except for any information which you can prove: (iii) is in or comes into the public domain in any way without breach by you of this Agreement; (iv) was already in your possession prior to receipt from us (without having been previously acquired by you under and obligation of confidence); or (v) is disclosed to you without any obligation of confidence by a third party who has not derived it directly from us or in breach of any obligation of confidence.

We, the British Fashion Council, have agreed to disclose certain Confidential Information to you in connection with our business for the Purpose. You have agreed to keep this information confidential and to comply with the following terms in connection with your use of the Confidential Information.

1. You will use the Confidential Information in connection with the Purpose only.
2. You will:
  - a. keep all papers and documents relating to the Confidential Information to our order and in a safe and secure place;
  - b. not make copies of the Confidential Information or any materials in whole or part nor disclose the whole or any part of the Confidential Information to any third party other than:
    - i. those of your advisers, employees or directors who require access to the Confidential Information for the Purpose provided that such advisers, employees or directors are under express obligations of confidentiality in relation to such disclosure; or
    - ii. as required by law; and
  - c. not make any commercial or other use of the Confidential Information or provide any Confidential Information or other material to any third party.
3. Unless otherwise terminated by us in writing, this Agreement shall continue in force notwithstanding any subsequent termination of discussions or negotiations between us.
4. Where information is provided to you or for evaluation of any opportunity or specific purpose, all such information is provided on an "as is" basis for illustration purposes only. We give no warranties express or implied regarding the sufficiency, completeness or adequacy of the information provided to you for any purpose. Except in the case of fraud, we shall have no liability to you, in contract, tort or otherwise, for the reliance by you on any information provided to you.
5. The construction and performance of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

<p>.....</p> <p><b>Signed by</b> .....</p> <p>duly authorised for and on behalf of <b>British Fashion Council</b></p> <p>Dated: .....</p>	<p>.....</p> <p><b>Signed by</b> .....</p> <p>duly authorised for and on behalf of</p> <p>.....</p> <p>Dated:.....</p>
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