

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is made and entered into between Sapa Profiles UK Limited, a private limited liability company, reg. nr. _____, incorporated under the laws of UK with a registered office at [Saw Pit Lane, Tibshelf, Alfreton, Derbyshire DE55 5 NH], UK (“**Sapa**”) and _____, a private limited liability company, reg. nr. _____, incorporated under the laws of _____ with a registered office at _____ (the “**Company**”). Sapa and the Company shall hereinafter be referred as the “**Party**” or collectively as the “**Parties**”.

WHEREAS, in the course of discussions between Sapa and Company relating to _____ (the “**Project**”), either Party may disclose confidential business, technological and other proprietary information to the other Party, and both Parties desire to enter into this Agreement to ensure that all such information is protected and kept confidential as set forth hereinafter.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, Sapa and Company hereby agree as follows:

1. For purposes of this Agreement, the term “**Confidential Information**” shall include all information, including but not limited to financial, marketing, technological and all other business information of a Party, exchanged in writing, orally, visually, by electronic means or otherwise between the Parties, including information exchanged prior to the execution of this Agreement. All information disclosed by one Party to the other shall be considered to be confidential, unless otherwise clearly stated by the disclosing Party.
2. In the course of their business, the Parties may disclose to each other Confidential Information that the Parties agree shall not be disclosed by the receiving Party, or any of its directors, officers, partners, employees, agents, representatives, affiliates, auditors, advisors and/or other persons acting on its behalf (the “**Representatives**”), to any third-party, in any manner whatsoever, in whole or in part, unless it can be shown that the information (i) was known to the receiving Party prior to receipt hereunder (ii) was, at the time of receipt, or subsequent thereto became, generally available to the public without fault of the receiving Party, (iii) is received by the receiving Party from a third party not bound by any confidentiality obligation, or (iv) is independently developed by personnel of the receiving Party having no knowledge of the information submitted hereunder. If a receiving Party is required to disclose any Confidential Information under applicable laws and regulations or a valid and binding order from any court or administrative agency, the receiving Party shall give the disclosing Party as much notice thereof as possible to enable the disclosing Party to protect its Confidential Information, but the receiving Party shall be allowed to disclose Confidential Information to the extent required under applicable laws and regulation and/or the said order. The Parties’ obligations of confidentiality under this Agreement shall be valid for a period of five (5) years from the date of this Agreement.
3. The receiving Party shall protect the disclosed Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the disclosure of the Confidential Information as the receiving Party uses to protect its own confidential information of a like nature. The receiving Party is permitted to disclose the Confidential Information to its Representatives only on a need to know basis, provided that such Representatives are made fully aware of the obligation of confidentiality set forth in this Agreement.
4. The Confidential Information is provided by a Party to the other Party for the SOLE purpose of conducting business discussions between the Parties relating to the Project. Neither Party shall utilize for any reason whatsoever any Confidential Information received from the other Party for any other purposes and/or its own benefit, either in its own processes, or to manufacture, or have manufactured, goods for sale. The Confidential Information supplied hereunder shall not be reproduced in any form, except as required for the purpose of fulfilling a Party’s obligation relating to the Project. The receiving Party understands that the disclosing Party has not made or makes any representation, warranty or guarantee as to the accuracy or

completeness of the Confidential Information provided hereunder and the disclosing Party shall have no liability to the receiving Party resulting from the use of the Confidential Information.

5. Either Party shall have the right to withdraw from the Project for whatever reason without any liability to the other Party hereto and each Party shall bear its own costs and expenses relating to the Project. Nothing in this Agreement shall require a Party to enter into any further agreements relating to the Project or otherwise.
6. Nothing in this Agreement shall be construed (i) to create a partnership, joint venture or any other form of entity between the Parties, nor (ii) a license to use any disclosed Confidential Information by the receiving Party for other purposes than as set forth in clause 4 above, or (iii) a transfer any intellectual property rights of the disclosing Party to the receiving Party. All intellectual rights to any Confidential Information exchanged between the Parties shall remain the property of the disclosing Party.
7. Neither Party shall publicly announce or disclose the existence of this Agreement or its terms and conditions hereof without a prior written consent of the other Party.
8. Upon demand of a disclosing Party, all Confidential Information, including but not limited to all copies of the information, written and electronically stored information, results, notes and memoranda etc., shall be returned immediately to the disclosing Party, it being understood that no disclosed information, including but not limited to any copies or reproductions, shall be retained by the non-disclosing Party, unless otherwise required by applicable law.
9. Each Party recognizes that the disclosure or unauthorized use of the Confidential Information may cause the other Party an irreparable harm, which could not adequately be compensated by monetary damages. Accordingly, it is agreed that each Party shall, in addition to any other remedies available to it at law or equity, be entitled to seek injunctive relief to enforce the terms of this Agreement. The Parties shall not be required to prove damages or provide security as a condition to any injunctive or equitable relief.
10. No modification or amendment of this Agreement shall be effective, unless it is made in writing and duly signed by both Parties.
11. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.
12. This Agreement constitutes the complete agreement between the Parties concerning the subject matter hereof and supersedes and cancels any and all prior communications and agreements, whether oral or written, between the Parties with respect thereto.
13. This Agreement shall be interpreted and enforced in accordance with the laws of England and Wales without giving effect to principles of conflict of laws.
14. Any and all disputes arising out of or relating to this Agreement, that can not be amicably resolved through in good faith negotiations by the representatives of the Parties within thirty (30) days from the submission of the dispute to such representatives, shall be finally resolved by arbitration conducted in accordance with the arbitration rules of the London Court of International Arbitration. The arbitration proceedings shall be conducted in English and take place in London, England, unless the Parties agree otherwise.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of _____, 2009.

Sapa Profiles UK Limited

[Company]

By: _____

By: _____

Title: _____

Title: _____