

## CONFIDENTIALITY AGREEMENT

This agreement is made

### **BETWEEN**

**Galantai Plastics (Group) Limited:**

Of 11 Bancroft Crescent, Glendene 0602, Auckland, New Zealand

### **AND**

of

### **INTRODUCTION**

- A) The parties wish to discuss certain agreed areas of mutual business interest.
- B) Such discussions will necessitate disclosure of information concerning the business and affairs of each other.
- C) Each party is desirous that any such disclosure is treated as "in-confidence" and shall be protected in accordance with the terms and conditions of this agreement.

### **THE PARTIES AGREE, in consideration of each disclosing Confidential Information to the other, as follows:**

- 1. Information under this agreement ('Confidential Information') shall include but not be limited to commercial, financial, technical, operational or other information, in whatever form (including information disclosed orally), which concerns the business and affairs of either party.
- 2. Each party shall protect the Confidential Information of the other to the same extent that it would protect its own confidential or trade secret information.
- 3. Neither party shall without the prior consent of the other, disclose to any third party any of the Confidential Information obtained from the other in connection with this agreement.
- 4. Neither party shall directly or indirectly seek to exploit the Confidential Information of the other in any way or permit or procure others to do so during the tenure of this agreement or thereafter without the written consent of the other.
- 5. The restrictions in this agreement shall not apply to information which:
  - 5.1 is already in or comes to the public domain other than by a breach of this agreement.
  - 5.2 is already known to the party concerned prior to this agreement; or
  - 5.3 is lawfully obtained from a third party
- 6. The parties shall use the Confidential Information solely for the purpose of evaluating a business relationship between them and for no other purpose whatsoever.

- 7. Upon termination of this agreement, all copies of the Confidential Information in the possession of the receiving party shall be returned to the disclosing party upon the disclosing party's request.
- 8. The obligations and restrictions provided for in this agreement shall survive for a period of 5 years after termination of this agreement.
- 9. This agreement shall be interpreted in accordance with New Zealand laws and shall be subject to the jurisdiction of Courts having jurisdiction in New Zealand.

**Dated**

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**SIGNED for and behalf of:  
Galantai Plastics (Group) Ltd**



**Name**

R F Galantai

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**Position**

General Manager

\_\_\_\_\_

**SIGNED for and on behalf of:**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Position**

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