Mutual Non-Disclosure Agreement

This agreement is dated 28 September 2026 and made between:

1. **Fennlor Studio Ltd**, a company registered in England and Wales under number 00000000, whose registered office is at 1 Example Street, Exampletown; and
2. [redacted], a company registered in England and Wales under number 00000000, whose registered office is at [redacted]

each a "Party" and together the "Parties". The Parties intend to discuss a joint catalogue of lighting products for the 2027 season (the "Purpose") and will share confidential information for the Purpose only.

1. Confidential Information

"Confidential Information" means any information that one Party (the "Discloser") discloses to the other (the "Recipient") in connection with the Purpose, in any form, including product designs and drawings, prices and margins, customer and supplier lists, business plans, and any other information that a reasonable person would understand to be confidential.

2. Obligations

The Recipient shall use the Confidential Information only for the Purpose; keep it confidential and protect it with at least the care it applies to its own confidential information, and no less than reasonable care; and disclose it only to those of its employees, officers and professional advisers who need to know it for the Purpose and are bound by duties of confidentiality no less strict than these.

3. Exceptions

The obligations above do not apply to information that is or becomes public other than through a breach of this agreement, that the Recipient held without restriction before it was disclosed, that the Recipient receives lawfully from a third party without restriction, or that the Recipient develops independently. The Recipient may disclose Confidential Information where the law or a court requires it, giving the Discloser prompt notice where it is allowed to.

4. Term

This agreement starts on 1 October 2026 and lasts two (2) years, until 1 October 2028. The duty to keep information confidential continues for three (3) years after it ends.

5. Return and destruction

On the Discloser's written request, the Recipient shall promptly return or destroy the Confidential Information it holds, except copies it must keep by law or that sit in routine back-up systems, which remain subject to this agreement.

6. Non-solicitation

During the term and for twelve (12) months after it, neither Party shall solicit for employment an employee of the other Party with whom it dealt in connection with the Purpose. General advertisements not aimed at such employees do not break this clause.

7. No licence, no obligation

Confidential Information remains the property of the Discloser. Nothing in this agreement grants a licence to it or obliges either Party to enter into any further agreement.

8. Governing law

This agreement and any dispute arising from it are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Signed for and on behalf of **Fennlor Studio Ltd**	Signed for and on behalf of [redacted]
Jane Doe, Director	John Doe, Managing Director
Date	Date