

## **INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

1 The Buyer warrants, represents, confirms and agrees that (i) the use and possession of any specifications and any related documents or manuals provided by the Buyer to the Seller; (ii) the manufacture of the Goods by the Seller in accordance with the Buyer's specification and any related documents or manuals; and (iii) the resulting Goods do not and will not infringe the Intellectual Property Rights of any third party.

2 The Buyer acknowledges and agrees that all Intellectual Property Rights in the processes used or developed by the Seller in the manufacture and production of the Goods and/or Deliverables and the performance of the Services belong to, and are fully vest in, the Seller.

3 The Buyer hereby irrevocably agrees to fully and effectively indemnify, hold harmless and keep so indemnified on demand the Seller from and against any and all costs, claims, demands, damages, losses, liabilities, awards and/or expenses (including legal costs and expenses) whatever which are suffered and/or incurred by the Seller and which directly or indirectly arise out of, in connection with or as a result of any breach of, or non-compliance with, Clause 1.

4 The Buyer will not without the Seller's permission re-sell any Goods supplied under its agreements/contracts with the Buyer from which any label or logo of the Seller has been removed or altered.

5 The Buyer will keep in confidence any information of a confidential nature obtained during the course of the parties' business and shall not, without the prior written consent of the Seller, use, disclose, copy or modify that information other than as necessary for the exercise of its rights, and performance of its obligations, under its agreements/contracts with the Buyer.