

# [PLY-DOC-083]

# Supplier Information Pack

| Authorised By | Position | Signature   | Date       |
|---------------|----------|---|------------|
| Adam England  | COO      |  | 31/03/2020 |

This Pack contains the following documentation

[PLY-DOC-020] Supplier Delivery Guidance

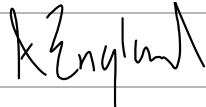
[PLY-DOC-028] Manufacturing Tolerances, Standards and  
Inspection Criteria

[PLY-DOC-017] Terms Of Supply

[PLY-DOC-016] Confidentiality Agreement

# [PLY-DOC-020]

# Supplier Delivery Guidance

| Authorised By | Position | Signature   | Date       |
|---------------|----------|---|------------|
| Adam England  | COO      |  | 28/10/2019 |

## Dear Supplier...

Thank you for accepting our Purchase Order. Please find below some useful information for you as a supplier to Plyable;

## Deliveries

Plyable HQ can accept deliveries between the hours of 9:00 - 16:00 Monday to Friday.

Delivery address, unless otherwise requested is;

Plyable HQ  
Unit 33 B,  
Pony Rony,  
Oxford,  
OX4 2RD

However, we may also be able to accept your deliveries outside of these standard hours if prior notice is given.

Deliveries made after 16:00 on the due date, without prior consultation, will be considered to be a late delivery date.

## Paperwork

All goods supplied to Plyable must arrive with a good delivery note that clearly outlines all items contained in the delivery consignment.

In addition, If you are a supplier of components manufactured bespoke to Plyable designs, we will require certain Quality Assurance documentation to be supplied in tandem with the delivery of components.

All relevant QA documentation should be sent in the form of a .PDF document to [QA@plyable.com](mailto:QA@plyable.com)

Unless otherwise instructed by a member of the Plyable team, QA paperwork is required prior to the acceptance of goods in the following circumstances;

Suppliers of components or mould tools manufactured with Subtractive or Additive manufacturing processes (CNC machining, patternmaking, 3d Printing, etc...):

- ☐ The supplier should provide a detailed CMM report to the inspection criteria outlined in *[PLY-DOC-028] Manufacturing Tolerances, Standards and Inspection Criteria*.

Suppliers of composite components or mould tools manufactured with a composite lay-up.

- ☐ Recorded weight of each unassembled composite part.
- ☐ Cure cycle data log (including post-cure) traces containing at least the following information;
  - ☐ Time & date of cure.
  - ☐ Tool temperature trace for duration of cure.
  - ☐ Tool vacuum bag pressure for duration of cure
  - ☐ Autoclave ambient air temperature for duration of cure.
  - ☐ Autoclave pressure for duration of cure
- ☐ Datasheets of all materials in the laminate.
- ☐ In addition, a detailed CMM report to the inspection criteria outlined in *[PLY-DOC-028] Manufacturing Tolerances, Standards and Inspection Criteria* may be also requested.

## Tolerances

Unless otherwise superseded by alternative instructions from Plyable at time of order (such as engineering drawings), all parts manufactured bespoke to Plyable designs should be manufactured to the standard engineering tolerances outlined in *[PLY-DOC-028] Manufacturing Tolerances, Standards and Inspection Criteria*.

## Return of free issue components and materials

Unless otherwise instructed, Plyable kindly requests that all items free issued to our suppliers are returned to us at the time of delivery.

This includes all patterns and tools and any unused materials, hardware and consumables.

## Invoices

All invoices should be sent in the form of a PDF document to [finance@plyable.com](mailto:finance@plyable.com)

## Other useful documents

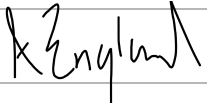
- ☐ *[PLY-DOC-017] Terms of Supply*
- ☐ *[PLY-DOC-016] Non Disclosure Confidentiality Agreement*

Many Thanks

The Plyable Team

End Of Document

# [PLY-DOC-028] Manufacturing Tolerances, Standards and Inspection Criteria

| Authorised By | Position | Signature   | Date       |
|---------------|----------|---|------------|
| Adam England  | COO      |  | 08/03/2020 |

## Table Of Contents

|   |          |
|---|----------|
| <b>Section 1: Purpose</b>                                     | <b>3</b> |
| <b>Section 2: Scope</b>                                       | <b>3</b> |
| <b>Section 3: Responsibility</b>                              | <b>3</b> |
| <b>Section 4: Process</b>                                     | <b>4</b> |
| <b>Plyable Standard Manufacturing Tolerances</b>              | <b>4</b> |
| <b>Subtractive manufacturing processes</b>                    | <b>4</b> |
| Machined manufactured components <4.8m (in largest dimension) | 4        |
| Bespoke manufactured components >4.8m (in largest dimension)  | 5        |
| <b>Additive manufacturing processes</b>                       | <b>4</b> |
| Additive manufacturing processes                              | 6        |
| FDM/ SLA 3d Printing  | 6        |
| Components and moulds made from composite materials           | 7        |



## Section 1: Purpose

This Standard Operating Procedure (SOP) outlines the Company's standard permissible variations of physical dimension from supplied CAD model or technical drawing for all standard manufacturing processes.

The objective of the outlining standard manufacturing tolerances in this is to ensure that all goods supplied to Plyable Ltd that are supplied via means of subcontracted manufacture services conform to the required standard.

## Section 2: Scope

The scope of this standard operating procedure covers all parts manufactured bespoke to designs originating from the company, unless alternative tolerances are specified on a technical drawing.

## Section 3: Responsibility

The Chief Operations Officer (COO) is responsible for ensuring that this document is implemented and adhered to.

The Chief Operations Officer (COO) must ensure that this document is reviewed at least annually and when changes take place both within the organisation and externally which may have an impact on its quality performance.

## Section 4: Process

Unless otherwise instructed by Plyable Ltd, all goods supplied via means of subcontracted manufacture services must conform to the standard engineering tolerances outlined in this document.

The validity of these measured tolerances are to be determined by the manufacturing partner supplying, in tandem with delivery of components, a inspection report, detailing as a minimum the delta of measurements taken vs CAD data supplied by Plyable Ltd. Details of required measurements are outlined later in section 4.




The measurements detailed in the supplied inspection report must be compiled using measuring equipment independent of any CNC machinery used in the manufacturing of the component. On-machine verification (OMV) is not considered an acceptable form of measurement.

This inspection report may, at the discretion of Plyable Ltd, also be independently validated to ensure component accuracy.




## Plyable Standard Manufacturing Tolerances

### Subtractive manufacturing processes



Machined manufactured components <4.8m (in largest dimension)

|   |                 | Tolerance (mm) | Datum                      | Inspection criteria   |
|---|-----------------|----------------|----------------------------|---|
|  | Surface profile | +/- 0.1        | Best fit to CAD data, UOS. | Inspection points in evenly distributed scatter over part surface, with a minimum number of 100 inspection points per metre squared of critical component surface area. |
|  | Hole Location   | +/- 0.05       | Best fit to CAD data, UOS. | 100% inspection.<br><br>Hole center locations to be detailed on report, discrete from other measurements.   |
|  | Hole Diameter   | F8             | N/A                        | 100% inspection.<br><br>Hole diameters to be detailed on report as discrete geometric features.   |

## Bespoke manufactured components &gt;4.8m (in largest dimension)

|   |                 | Tolerance (mm) | Datum                      | Inspection criteria   |
|---|-----------------|----------------|----------------------------|---|
|  | Surface profile | +/- 0.2        | Best fit to CAD data, UOS. | Inspection points in evenly distributed scatter over part surface, with a minimum number of 100 inspection points per metre squared of critical component surface area. |
|  | Hole Location   | +/- 0.1        | Best fit to CAD data, UOS. | 100% inspection.<br><br>Hole center locations to be detailed on report, discrete from other measurements.   |
|  | Hole Diameter   | F8             | N/A                        | 100% inspection.<br><br>Hole diameters to be detailed on report as discrete geometric features.   |

## Surface finish




|   |                | Materials                             | Surface Finish  | Inspection criteria   |
|---|----------------|---------------------------------------|---|---|
|  | Surface finish | Metallics<br><br>Sealed Tooling Board | 0.10 Ra Micron ( $\mu\text{m}$ ) [or superior]<br><br>Autosol/ similar metal polishing compound | Polished mirror finish<br><br>100% of scratches and machining marks removed on critical component surface area. |
|  | Surface finish | Unsealed Tooling Board                | 0.23 Ra Micron ( $\mu\text{m}$ ) or superior/600 grit wet & dry                                 | 100% of scratches and machining marks removed on critical component surface area.                               |

## Scribe (/Trim) Lines

|                       | Tolerance (mm)                                     | Datum                      | Inspection criteria   |
|-----------------------|--|----------------------------|---|
| Scribe (/ Trim) lines | 0.2mm in width by 0.1mm in either depth or height. | Best fit to CAD data, UOS. | <p>Manual visual comparison with CAD data to ensure all of scribe lines have been transposed correctly to component.</p> <p>Manual visual check to ensure all scribe lines are clearly scribed and within an acceptable tolerance of the standard dimensions.</p> |

## Additive manufacturing processes




## FDM/ SLA 3d Printing

|   |                 | Tolerance (mm) | Datum                      | Inspection criteria   |
|---|-----------------|----------------|----------------------------|---|
|  | Surface profile | +/- 0.5        | Best fit to CAD data, UOS. | Inspection points in evenly distributed scatter over part surface, with a minimum number of 100 inspection points per metre squared of critical component surface area. |
|  | Hole Location   | +/- 0.1        | Best fit to CAD data, UOS. | <p>100% inspection.</p> <p>Hole center locations to be detailed on report, discrete from other measurements.</p>  |
|  | Hole Diameter   | F8             |                            | <p>100% inspection.</p> <p>Hole diameters to be detailed on report as discrete geometric features.</p>  |


## Surface finish

No defined standard.

## Components and moulds from CRP materials.

|   |                 | Tolerance (mm) | Datum                      | Inspection criteria   |
|---|-----------------|----------------|----------------------------|---|
|  | Surface profile | +/- 0.2        | Best fit to CAD data, UOS. | Inspection points in evenly distributed scatter over part surface, with a minimum number of 100 inspection points per metre squared of critical component surface area. |
|  | Hole Location   | +/- 0.1        | Best fit to CAD data, UOS. | 100% inspection.<br><br>Hole center locations to be detailed on report, discrete from other measurements.   |
|  | Hole Diameter   | F8             |                            | 100% inspection.<br><br>Hole diameters to be detailed on report as discrete geometric features.   |

## Surface finish

|   |                | Materials                       | Surface Finish   | Inspection criteria   |
|---|----------------|---------------------------------|--|---|
|  | Surface finish | Composite moulds and components | 0.10 Ra Micron (µm) [or superior]<br><br>Autosol/ similar metal polishing compound | "A" Class Polished mirror finish<br><br>All surface blemishes removed and re-buffed if required using a cutting compound (3M 09374/5/6) or similar<br><br>Zero "dry" areas on critical component faces.<br><br>Limited instances of resin rich areas. |

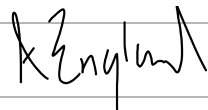
## Scribe (/Trim) Lines

|                      | Tolerance (mm)                                   | Datum                      | Inspection criteria   |
|----------------------|--|----------------------------|---|
| Scribe (/Trim) lines | 0.2 in width by 0.1mm in either depth or height. | Best fit to CAD data, UOS. | <p>Manual visual comparison with CAD data to ensure all of scribe lines have been transposed correctly to component.</p> <p>Manual visual check to ensure all scribe lines are clearly scribed and within an acceptable tolerance of the standard dimensions.</p> |

End Of Document

# [PLY-DOC-017]

# Terms Of Supply

| Authorised By | Position | Signature  | Date       |
|---------------|----------|--|------------|
| Adam England  | COO      |  | 30/03/2020 |

## Table Of Contents

|   |          |
|---|----------|
| <b>1. Definitions</b>                             | <b>2</b> |
| <b>2. Conditions</b>                              | <b>3</b> |
| <b>3. Payment and Invoicing</b>                   | <b>3</b> |
| <b>4. Warranties and Limitation of Liability.</b> | <b>4</b> |
| <b>5. Delivery of the Goods and Returns.</b>      | <b>5</b> |
| <b>6. Acceptance of Goods.</b>                    | <b>7</b> |
| <b>7. Ownership and Insurance</b>                 | <b>7</b> |
| <b>8. Misrepresentation</b>                       | <b>7</b> |
| <b>9. Force Majeure</b>                           | <b>8</b> |
| <b>10. Default</b>                                | <b>8</b> |
| <b>12. Disputes and Set-Off</b>                   | <b>8</b> |
| <b>13. Waiver</b>                                 | <b>9</b> |
| <b>14. Severability</b>                           | <b>9</b> |
| <b>15. Additional Notes</b>                       | <b>9</b> |



## 1. Definitions

Company: Defined as Plyable Ltd Unit B, 33 Pony Road Oxford OX4 2RD

Supplier: Person, persons or company who sells or agrees to sell goods and services to the Company.

Conditions: Terms and conditions of supply as set out in this document and any special terms and conditions agreed in writing by the Company.

Goods and Services: Articles which the Company agrees to buy from the Supplier.

Price: Price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

## 2. Conditions

2.1 The terms and conditions set out in this document represent the comprehensive and sole agreement between the Company and the Supplier relating to the terms and conditions of the sale and supply of Goods and/ or Services from the Supplier to the Company.

2.2 These terms and conditions hereby supersede any other conditions that have been previously issued or that the Supplier may attempt to issue in future including the Supplier's own standard conditions of purchase or any other conditions which the Supplier may purport to apply under any purchase order, confirmation of order or any other document.

2.3 All purchase orders issued by the Company are regarded to be an offer by the Company to purchase Goods and/ or Services in accordance with these terms and conditions. Acceptance of the Company's purchase order is considered acceptance of these conditions.

2.4 These terms and conditions may not be altered or amended without the expressed written consent of a Director of the Company.

## 3. Payment and Invoicing

3.1 The Company's supplier payment terms operate on a 30 day end-of-month basis. All invoices will be due payment by the Company on the last working day of the month following the month in which it has been received. The Company reserves the right to delay a payment due date until the Company is satisfied that all due Goods and/ or Services invoiced by the Supplier have been received in full, deemed fit for purpose and have passed the Company's internal inspection procedures.

3.2 In order to receive payment, all invoices must be sent electronically to [finance@plyable.com](mailto:finance@plyable.com). Due to the Company's internal systems, it is unable to acknowledge or pay invoices sent via any other method, e.g by post or to any other email address.

3.3 The Company will not accept liability for any additional charges imposed or any alleged loss suffered by the Supplier for late payment arising from invoices sent to the Company via a method and format as outlined in article 3.2 of this document.

3.4 Should a credit facility be withdrawn from the Company, additional provisions shall not be made by the Supplier, all outstanding payments will be settled in line with the terms and conditions set out in article 3.1 herein. Withdrawal or amendment of a credit facility to the Company will prompt an immediate internal supplier review and may result in the withdrawal of a Supplier's status as an approved supplier to the company.

3.5 The Supplier agrees not to exercise any rights of set-off or counter-claim against the Company as a means of resolving any dispute with the Company regarding any of the conditions set out in this agreement.

3.6 In accordance with 3.5 herein, The Supplier agrees not to withdraw or delay the supply of Goods and/ or Services pertaining to any order to purchase as means of leverage, remedy or to resolving any dispute with the Company regarding any of the conditions set out in this agreement.

#### *4. Warranties and Limitation of Liability.*

4.1 It is the sole responsibility of the Supplier to ensure that the Goods and/ or Services and supplied to the Company are fit for purpose, arrive promptly and adhere to all applicable legislation and regulatory requirements at the point of delivery.

4.2 In the instance where Goods and/ or Services delivered by the Supplier represent a Health and Safety risk if incorrectly used, the Supplier undertakes that it will ensure compliance as far as reasonably practicable. In addition, all necessary direction and instruction will be provided by the Supplier to the Company to ensure that all identified hazards associated with Goods and/ or Services have been passed on to the Company at or before the point of delivery, and warrants that the Goods and/ or Services will be safe and, provided all precautions around the identified hazards have been observed, not pose a risk to the health and safety of any persons or member of the public associated with the Company.

4.3 The Supplier bears liability in respect of any defect in quality, condition, fitness or deviation from the intended specification of the supplied Goods.

4.4 It is the Supplier's responsibility to ensure that supplied Goods and/ or Services comply at the point of delivery to the specification outlined by the Company.

4.5 Should the Supplier wish to request changes that deviate from the specification outlined by the Company, such as a design concession to aid manufacturability, the request must be clearly communicated in writing to the Company at the earliest available opportunity. It is the Supplier's responsibility to ensure that written

authorisation from the Company for the requested change has been sent and received prior to manufacturing to the amended specification requested and to ensure that Goods and/ or Services comply to the Company's revised specification at the point of delivery.

4.6 The Company reserves the right to decline the Supplier's request for a design concession or alteration on any grounds. The Company will not accept any liability for additional costs caused by the Company's refusal to (a) accept a design concession or (b) authorise a design alteration to the original order.

4.7 The Company places all orders with Suppliers on the faith that, unless otherwise requested as per article 4.8 of this agreement, Suppliers providing the Company with manufacturing services producing Goods manufactured bespoke to the Company's designs, will manufacture these Goods in line with the standard manufacturing tolerances outlined in document [PLY-DOC-028], available upon request.

4.8 On occasion the standard manufacturing tolerances outlined in [PLY-DOC-028] will be superseded by alternative tolerances and/or specifications stated in technical drawings issued by the Company. For the avoidance of doubt, tolerances that appear in technical drawings relating to the manufacture of a component automatically supersede the Company's issued standard tolerance requirements. The Company reserves the right to reject (at no cost) Goods received from a Supplier that do not conform to issued measurements and tolerances.

4.9 The Supplier agrees to repair or replace free of charge, in a timeframe specified by the Company, any Goods and/ or Services, which in the reasonable opinion of the Company are defective due to a fault or deviation from the Company's specification.

4.10 The Company will not be responsible for any additional costs, including delivery charges, arising from reworking, remanufacturing or resupplying of defective Goods and/ or Services.

4.11 The Company shall not be liable for any indirect or consequential loss or damage or loss of profit or depletion of goodwill which arises out of or in connection with the Contract.

4.12 These terms and conditions set out the Company's entire liability in respect of Goods and/ or Services and the rights granted under them are in lieu and to the exclusion of all other warranties, conditions and other terms expressed or implied by statute or common law except for any which cannot legally be excluded.

## *5. Delivery of the Goods and Returns.*

5.1 Unless otherwise instructed by the Company, the Supplier agrees to deliver under the terms of Incoterms 2020 Code; DDP. To the address, unless otherwise instructed Unit B 33 Pony Road, Oxford, Oxfordshire, OX4 2RD.

5.2 The Company will not as standard bare any additional delivery charges on orders placed. If the Supplier wishes to impose a delivery charge on The Company, the cost of delivery carriage should be included at the time of issuing a formal quotation in order that the total expected cost to the Company can be reviewed and evaluated before placing an order.

5.3 It is the expectation of the Company that all agreed delivery dates agreed at the time of order from the Supplier will met. All deliveries must be made by 15:00 on the stated date of delivery appearing on the Purchase Order issued by The Company. The Company's reputation with its Customers depends on fulfilling its delivery obligations on time. Therefore, the Company insists that the Supplier informs the Company of any reasonably anticipated delay to the agreed delivery date as soon as the delay has been identified by the Supplier.

5.4 The Company reserves the right to pass on its reasonable costs to the Supplier for loss or damage arising directly or indirectly from late or short delivery of Goods and/ or Services. The Company shall be the exclusive arbiter defining "reasonable costs".

5.5 The Company will accept all deliveries made by the Supplier without prejudice. However, signature by the Company of a delivery note or similar document will not constitute automatic acceptance of the supplied Goods and/ or Services.

5.6 The Company will not accept any liability for losses or costs arising from a failure to take receipt of a delivery.

5.7 The Company can accept deliveries to the address stated in article 5.1 on normal working days between 9:00 and 16:00. Times and dates stated by the Company for delivery of Goods and/ or Services is an estimate only and not a binding assurance, failure to deliver in accordance with this estimate will not entitle the Supplier to view the contract as repudiated.

5.8 Should a Supplier wish to deliver to the Company outside of the standard hours outlined in 5.7, arrangements can be made to accommodate this request given reasonable prior notice.

5.9 The Company retains ownership of all items that are issued to the Supplier in order to assist the Supplier with the supply or manufacture of Goods and/ or Services.

5.10 Unless otherwise instructed by the Company, the Supplier is to return all items belonging to the Company issued to the Supplier in order to assist the Supplier with the supply or manufacture of Goods and/ or Services at the time of delivery and in the same condition as they were issued.

5.11 The company reserves the right to make charges and or deductions against the agreed invoice price of the items in order to recover costs that are incurred by the Company for Supplier damage to any items issued.

#### *6. Acceptance of Goods.*

6.1 The Company will endeavour to report to the Supplier delivery shortages and or quality issues with received items as soon as reasonably practicable.

6.2 All Goods received by the Company are subjected to a Goods In inspection procedure prior to acceptance. Acceptance of the Goods will only be confirmed once Good have passed the criteria set out by the Goods In inspection procedure.

6.3 The utilisation or use of Goods for inspection purposes is not deemed acceptance of the Goods by the Company.

6.4 In all circumstances, adjudication as to the acceptance or otherwise of the Goods and/ or Services supplied to the Company lies solely with the Company.

6.5 Goods that are manufactured bespoke to the Company's specification are required to be delivered in parallel with Quality assurance documentation, unless otherwise instructed by the Company. An electronic PDF copy of the relevant Quality assurance documentation should be sent to [QA@plyable.com](mailto:QA@plyable.com) on or before the date of delivery. Receipt and satisfactory review of this documentation is a requirement for passing the Company's goods in inspection process for this category of Goods. Details of the Quality assurance documentation required to be supplied by the Supplier are outlined in Supplier Delivery Guidance [PLY-DOC-020], available on request.

#### *7. Ownership and Insurance*

7.1 Risk and title of Goods and/ or Services shall pass only on delivery of the Goods.

7.2 Under no circumstances shall title return to the Supplier without the written permission of a Director of the Company.

7.3 Under circumstance where Goods supplied are in the ownership of the Company, but in the position of the Supplier, the Supplier will make provision to hold and maintain appropriate insurance cover for the Goods.

#### *8. Misrepresentation*

8.1 The Company will not accept liability in respect of any misrepresentation due to fraudulent representation or misrepresentation made by the Supplier and its employees or agents to the Company

## 9. Force Majeure

9.1 The Company shall be under no liability for any loss (including consequential loss or loss of profit) damage or delay or expenses of any kind whatsoever caused wholly or in part by any events or circumstances beyond the reasonable control of the party affected, including, but not limited to, Act of God, outbreak of war, civil commotion, government policies or restrictions or control including restrictions on export or import or other licences, trade or industrial disputes, of whatever nature, whether or not such dispute involves the Company, its employees or agents, or by any other contingency, whatsoever which is beyond the control of the Company.

## 10. Default

10.1 If the Supplier commits any breach of the Contract, the Company may stop or suspend future scheduled payments to the Supplier.

10.2 Under such circumstance where the Company is informed that the Supplier has, threatens to or it is reasonably expected to either enter into any voluntary arrangement with its creditors, enters into an administration order, becomes bankrupt, goes into liquidation, has a receiver appointed or an encumbrance takes possession of any of the property or assets of the Supplier or the Supplier ceases to carry on business, the Company reserves the right to terminate this contract with immediate effect and be afforded necessary access, without undue delay, in order to reclaim possession of any Goods or assets belonging to the Company that are in the Supplier's possession.

## 11. Non-disclosure agreements, Patents, Trademarks and Data Protection.

11.1 By accepting an order for Goods and/ or Services from the Company, the Supplier agrees to abide by the Terms and Conditions of the Company's Mutual Non-disclosure agreement, [PLY-DOC-016], available upon request.

11.2 The Company makes no representation that CAD data, materials, components or other such parts issued to the Company to aid in the supply of Goods and/ or Services do not infringe any patents, trademarks, registered designs, confidentiality or other such intellectual property rights.

11.3 All protected data and intellectual property sent to the Company by the Supplier is protected by the Company's privacy policy [PLY-DOC-015], accessible via this link; [https://www.plyable.com/privacy\\_policy.html](https://www.plyable.com/privacy_policy.html).

## 12. Disputes and Set-Off

12.1 Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Customer of all its obligations under these Conditions and the Supplier shall not be entitled to withhold or delay Goods and/ or Services due or exercise any rights of set-off whatsoever and howsoever arising which otherwise might be available.

### *13. Waiver*

13.1 No failure or delay on the part of the Company to exercise any of its rights under the Contract shall be treated as a waiver. Any waiver instigated by the Company for a breach of this Contract by the Supplier of any of its obligations shall not affect the rights of the Company if any additional or further breaches occur.

### *14. Severability*

14. Each and every obligation within the terms and conditions are to be treated as separate obligations. Therefore if any provision is deemed to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it shall be treated as severable and the remaining terms and conditions remain and are valid.

### *15. Additional Notes*

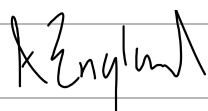
15.1 The clause headings in these terms and conditions are for convenience only and should not in any way affect the interpretation of the Contract.

16. All notices under these Conditions shall be in writing. Notices may be given by fax, email, first class post or personal delivery.

15.2 The Contract shall be governed by English law and be subject to the exclusive jurisdiction of the English Courts.

# [PLY-DOC-016]

# Confidentiality Agreement

| Authorised By | Position | Signature   | Date       |
|---------------|----------|---|------------|
| Adam England  | COO      |  | 30/03/2020 |



## Table Of Contents

|  |          |
|--|----------|
| <b>Non Disclosure Agreement</b>        | <b>3</b> |
| <b>Section 1: Parties</b>              | <b>3</b> |
| <b>Section 2: Recitals</b>             | <b>3</b> |
| <b>Section 3: Operative Provisions</b> | <b>4</b> |
| 1. Confidentiality Obligations         | 4        |
| 2. Affiliates                          | 5        |
| 3. Duration                            | 5        |
| 4. Return of Information               | 5        |

# Non Disclosure Agreement

## Section 1: Parties

### A. The RECIPIENT

-----  
a Limited Company, having a place of business at;  
-----  
-----  
-----

And

### B. Plyable Ltd,

a Limited Company, having a place of business at Unit B, 33 Pony Road, Oxford, OX4 2RD  
("Plyable")

## Section 2: Recitals

- A. Plyable wishes from time to time to discuss with the Recipient its plans relating to its work and related matters for the purpose of working together ("the Discussions").
- B. The RECIPIENT and Plyable each acknowledge that to enable such Discussions to take place it will be necessary for confidential and commercially sensitive information, as further described below, to be disclosed by each of the party to the other.
- C. This agreement sets out the legal basis which such confidential and commercially sensitive information may be disclosed.

## Section 3: Operative Provisions

### 1. Confidentiality Obligations

1.1 The RECIPIENT and Plyable undertake with the other as follows:

- a) that each will ensure that all information, data or material received from the other or otherwise acquired during the course of the Discussions, which relates to the discussions' (including, without limitation, drawings, sketches, photographs, vehicle prototypes, models, computer software, ideas, design, know-how, formulae, processes, copyrights, inventions, techniques, new product details, business plans and whatever further matters which may reasonably be regarded by either party as confidential received from the other or otherwise acquired during the course of the discussions) shall be kept strictly confidential at all times.

b) Such information ("Confidential Information") shall, in particular:

- (i) be treated at all times as confidential and in a manner no less restrictive than that applied to the recipients own commercially sensitive information;
- (ii) be used for no purpose other than the progression of the discussions and any subsequent supply programme
- (iii) not be disclosed to any third party, save with the prior written approval of the disclosing party ;
- (iv) be disclosed only to such of the recipient's employees whose position is such that there is a demonstrable and necessary requirement for the Confidential Information to be disclosed to them for the furtherance of the Discussions, provided that the recipient's employees are made fully aware of the obligation of confidentiality contained within this agreement; and
- (v) be removed from the disclosing party's premises only as specifically authorised by the disclosing party.

1.2 The mutual covenants set out in Clause 1.1 above shall not apply to the disclosure or use of any Confidential Information which is demonstrated by the recipient as :

- a) being in the public domain at the time of disclosure;

- b) being lawfully within the knowledge of the recipient at the time of disclosure (except through any breach of confidentiality by the recipient) ;
- c) having entered the public domain subsequent to disclosure as the result of the actions of a bona fide third party freely able to disclose such information;
- d) being required to be disclosed in satisfaction of any court order, witness summons, regulation or legislative enactment.

The exclusions set out in paragraphs (a), (b) and (c) of this clause 1.2 shall be subject to there being no breach of any of its obligations hereunder by the recipient. The exclusion set out in paragraph (d) of this Clause 1.2 shall be subject to the party proposing to disclose Confidential Information advising (to the extent permitted by law) the other of the extent and circumstances of such disclosure as soon as reasonably practicable after becoming aware of the need to make such disclosure.

1.3 The RECIPIENT and Plyable acknowledge that no disclosure of Confidential Information to any of them by the other, pursuant to any relevant discussions, shall vest any interest or licence in such Confidential Information in them, and that ownership of all rights in the Confidential Information shall remain vested in the disclosing party, provided always that the obligations contained within this agreement shall not prevent either party from taking appropriate steps to protect its intellectual property rights by the making of any patent application or otherwise.

## *2. Affiliates*

Each party may disclose Confidential Information to any subsidiary or holding company of it or any subsidiary of any holding company of it, provided that the recipient party shall procure that any such affiliate to which Confidential Information is disclosed shall keep the information confidential in accordance with the terms of this agreement. "Holding" and "subsidiary" shall have the meanings set out in the Companies Act 1985.

## *3. Duration*

The obligations of confidentiality contained in this agreement shall continue for a period of five years after the date of disclosure and shall continue notwithstanding the expiry of any other agreements between the parties.

## *4. Return of Information*

Any information disclosed pursuant to this agreement shall be returned to the disclosing party on request, and any copies of such information destroyed by the recipient.

## 5. Governing Law

This Agreement shall be governed by and construed in accordance with English Law and all disputes shall be subject to the non-exclusive jurisdiction of the English Courts.

Signed for and on behalf of:

Plyable Ltd

A handwritten signature in black ink, appearing to read 'A England', written over the printed name.

Name: Adam England

Position: COO

Date: 30th March 2020

Signed for and on behalf of:

Name:

Position:

Date:

End of Document.