

NON-DISCLOSURE AGREEMENT

This Agreement is by and between *[Name of Audit Firm]*, *[Name of Factory]* and *[Names of Auditors]* in their individual capacity.

[Names of Individual Auditors], as employees of *[Name of Audit Firm]*, have been assigned by *[Name of Audit Firm]* to perform an audit in accordance with the ICTI Code of Business Practices and the ICTI CARE Process for which *[Name of Audit Firm]* and *[Name of Individual Auditors]* have been accredited of *[Name of Factory]* at *[Factory Address]*, as requested by *[Name of Company requesting audit]*.

[Name of Audit Firm] and *[Names of Individual Auditors]*, who are the only employees of *[Name of Audit Firm]* who will have access to *[Name of Factory]* “Confidential Information” (as defined in ISO Guide 62), hereby agree that any Confidential Information given them by *[Name of Factory]* or any information whatsoever obtained through the factory audit shall be treated with the same level of protection as *[Name of Audit Firm]* requires in its own standard non-disclosure agreements with unrelated third parties. Audit reports containing such Confidential Information shall only be disclosed to the Factory Management, the company (brand) requesting the audit (if applicable), ICTI Asia Limited, or anyone Factory Management names in writing to receive such Confidential Information. In addition, back-up material/work product shall be sent to ICTI Asia Limited upon request (but no one else unless specified in writing by the Factory management). In the event it becomes necessary for *[Name of Audit Firm]* to disclose any Confidential Information to a third party, *[Name of Audit Firm]* may not do so unless *[Name of Factory]* Management agrees in writing to such disclosure and such third party enters into a non-disclosure agreement with *[Name of Audit Firm]*. However, if *[Name of Audit Firm]* is required by judicial order of a court with legal authority to make such an order to release such information, *[Name of Factory]* shall have the opportunity to object to the court if it wishes to do so prior to *[Name of Audit Firm]*’s release of the Confidential Information required to be released to such court, and *[Name of Audit Firm]* shall endeavour to enter into a protective order with such court so that such Confidential Information is not disclosed through the judicial process.

[Signatory(ies) for Name of Audit Firm] hereby warrants and represents by signing and sealing below that he/she/they have the full power and authority necessary under law to enter into this Agreement on behalf of *[Name of Audit Firm]*. *[Names of Individual Auditors]* hereby agree that they will abide by the terms of this Agreement on behalf of *[Names of Audit Firm]* and as individuals.

NAME OF AUDIT FIRM

NAME OF FACTORY

By: _____
 Name:
 Date:

By: _____
 Name:
 Date:

INDIVIDUAL AUDITORS:

By: _____
 Name:
 Date:

By: _____
 Name:
 Date:

By: _____
 Name:
 Date:

By: _____
 Name:
 Date: