

CONFIDENTIALITY AGREEMENT

This agreement (“**Agreement**”) is made between Party A and Party B on the Date of Agreement in relation to the Proposed Transaction (as each term is set out in the Schedule).

RECITALS

The parties will provide to one another information relating to the Proposed Transaction upon the terms and subject to the conditions herein set out.

PROVISIONS

1. Each of the parties hereto (in such capacity, the “**Recipient**”) hereby undertakes to keep confidential and not disclose or divulge to any third party or to use for any purpose other than in relation to the Proposed Transaction or any related purposes in any manner whatsoever without the prior written consent of the other party (in such capacity, the “**Provider**”) any Confidential Information (as defined below) provided that the Recipient may disclose Confidential Information to its directors, officers, employees, advisors and other person directly involved in the Proposed Transaction to whom it is necessary for the Confidential Information to be disclosed and who are subject to a duty of confidentiality substantially identical to the one set forth herein. The Recipient further undertakes to procure that such of its directors, officers, employees, advisors and such other person keep confidential and do not use such Confidential Information other than to the extent necessary for the purposes of the Proposed Transaction and to disclose to the Provider upon request the identity of such directors, officers, employees, advisors who have received Confidential Information. “**Confidential Information**” means any information made available by the Provider (whether of a technical, scientific, financial or operational nature and whether in written or electronic form) in connection with the Proposed Transaction and for the avoidance of doubt shall include:
 - (A) all reports, notes, studies, analyses or other documents prepared by the Provider which contain, incorporate or otherwise reflect any such information;
 - (B) the contents and (unless specified not to be applicable in the Schedule) existence of this Agreement; and
 - (C) all other documents supplied to the Recipient in connection with the Proposed Transaction which are marked as being confidential.
2. Nothing contained in Clause 1 above shall apply to prevent the Recipient from disclosing any information (which, but for this Clause 2, would have been designated as Confidential Information):
 - (A) that is or becomes published or is otherwise generally available to the public;
 - (B) that is, at the time of disclosure, already in the possession of the Recipient and not subject to any obligations of confidentiality and not obtained by the Recipient as a consequence of the breach of this Agreement by the Recipient or any of its employees or agents;
 - (C) where the Recipient is compelled to do so by an order of a court of competent jurisdiction or pursuant to any law or regulations or requirement of any governmental agency in accordance with which the Recipient is required to act; or
 - (D) lawfully obtained from a third party who has itself lawfully obtained such information and is not subject to any confidentiality obligations in respect of that information.
3. The Provider may by written notice require the return or destruction (as the Provider may direct) of all Confidential Information disclosed by it to the Recipient at any time whereupon the Recipient will (save to the extent otherwise required by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or internal policy):
 - (A) immediately cease any and all evaluation and use of such Confidential Information;

- (B) return to the Provider or destroy (as the Provider may direct) the original versions of the Confidential Information and all copies and reproductions thereof as are in its possession or under its control;
 - (C) destroy all documents and information stored in electromagnetic, electronic or any other form prepared by or for it or in its possession which incorporate any of such Confidential Information; and
 - (D) confirm in writing to the Provider that it has so returned or destroyed such copies, reproductions, documents and information.
4. The Recipient acknowledges that any breach or violation by it of the provisions of this Agreement will result in irreparable and continuing damage to the Provider from which such Confidential Information was received for which there may be no adequate remedy at law, and the Recipient agrees that in the event of any such breach or violation by it the Provider shall be entitled to both damages and injunctive relief.
5. The Recipient acknowledges that, save as otherwise agreed in writing:
- (A) the Provider makes no representation or warranty as to the accuracy or completeness of the Confidential Information;
 - (B) the provision of the Confidential Information does not imply any obligation, legal or otherwise, on any party to enter into or complete any agreement concerning the Proposed Transaction.
6. Unless otherwise agreed, this Agreement shall continue in full force and effect until all Confidential Information has ceased to be confidential (other than by a breach of this Agreement) or the Number of Month(s) from the Date of Agreement specified in the Schedule, whichever is the later.
7. This Agreement and the legal relations between the parties shall be governed by and construed and enforced in accordance with the law of the Jurisdiction specified in the Schedule, and, except for obtaining relief from a court of competent jurisdiction in the form of provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches of this Agreement), the parties agree that any disputes which may arise out of or in connection with this Agreement shall be adjudicated by the courts of the Jurisdiction.

IN WITNESS whereof the parties have caused this Agreement to be duly executed.

SIGNED on behalf of
Party A:

SIGNED on behalf of
Party B:

Schedule

Date of Agreement:

Party A:

Address:

Party B:

Address:

Proposed Transaction:

Existence of agreement:

Confidential

Not confidential

Number of Month(s):

Jurisdiction:

Additional Provisions: