

[On letterhead of Disclosing Party]

[Name and Address of Receiving Party]

Dated: _____

Dear Sirs

CONFIDENTIALITY AGREEMENT

[Full corporate name of Disclosing Party]
Information to [Name of Receiving Party]
Transaction and [Name of Receiving Party]
(the **Agreement**)

Confidential
the Proposed
the agreement

Definitions

1 In this Agreement
(a)

the Parties are

(b)

including,
Disclosing Party
following the
copies and all
which are produced

(c)

shall be

2 Confidential Information
(a)

or indirect

(b)

party free from
liability.

Confidentiality

3 In consideration of which
the Receiving Party has
undertaken

being the terms
of this Agreement
Receiving Party

(a)

Confidential;

(b)

not for the
purpose of the
Transaction;

(c) not to disclose, or permit to be disclosed, any Confidential Information to any person, except:

- (i) with the prior written consent of the Disclosing Party; or
- (ii) to the officers, employees and professional advisers of the Receiving Party who need to receive the Confidential Information in relation to the Proposed Transaction;



- (d) to ensure that its officers, employees and professional advisers to whom Confidential Information is disclosed as permitted by paragraph 3(c)(ii) are aware of this Agreement and comply with this Agreement in relation to that Confidential Information as if such persons were party to this Agreement; and
- (e) upon written demand from the Disclosing Party, to either return the Confidential Information and any copies of it to the Disclosing Party or to confirm in writing to the Disclosing Party that the Confidential Information and all copies of it have been

Permitted disclosure

- 4 Subject to the extent permitted by this Agreement, the Receiving Party shall not disclose Confidential Information to the Receiving Party's employees, agents, consultants, subcontractors, advisors, representatives, successors, assigns, or transferees, without the prior written consent of the Disclosing Party.
 - (a) Confidential Information shall be disclosed to the Receiving Party's employees, agents, consultants, subcontractors, advisors, representatives, successors, assigns, or transferees, only if such persons are bound by a confidentiality agreement that is at least as protective of Confidential Information as this Agreement.
 - (b) Confidential Information shall be disclosed to the Receiving Party's employees, agents, consultants, subcontractors, advisors, representatives, successors, assigns, or transferees, only if such persons are bound by a confidentiality agreement that is at least as protective of Confidential Information as this Agreement.
- 5 Prior to the disclosure of Confidential Information to the Receiving Party, the Disclosing Party shall:
 - (a) identify the Confidential Information to be disclosed;
 - (b) identify the specific business purpose for the disclosure of Confidential Information;
 - (c) identify the specific persons to whom Confidential Information is to be disclosed, and the applicable law governing the disclosure.

Termination

- 6 This Agreement shall terminate automatically upon the occurrence of any of the following events:
 - (a) the Receiving Party's breach of any material term of this Agreement;
 - (b) the Receiving Party's insolvency, liquidation, or reorganization.
- Termination shall not affect the Receiving Party's obligations or liabilities under this Agreement.

General

- 7 The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
 - (a) Confidential Information shall be disclosed to the Receiving Party's employees, agents, consultants, subcontractors, advisors, representatives, successors, assigns, or transferees, only if such persons are bound by a confidentiality agreement that is at least as protective of Confidential Information as this Agreement, and the disclosure of Confidential Information is necessary for the performance of the Receiving Party's obligations under this Agreement; and
 - (b) no right or license is granted under this Agreement by the Disclosing Party in respect of the Confidential Information except as expressly provided otherwise in this Agreement; and
 - (c) the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, reliability or completeness of the Confidential Information.



8 This Agreement is personal to the Parties and neither Party may assign, transfer, sub-contract or charge any of its rights or obligations under this Agreement.

9 No variation of this Agreement shall be effective unless made in writing (excluding email) and signed by each of the Parties.

10 No waiver by a Party of any requirement of this Agreement or any right which it has under this Agreement shall be valid unless such waiver is in writing (excluding email) and signed by the waiving Party.

11 No omission shall operate to preclude the enforcement of any right or remedy under this Agreement or any right or remedy available at law or in equity.

12 The right to enforce this Agreement shall not be subject to any condition to all or any of the provisions of this Agreement.

13 This Agreement shall be enforceable in accordance with the provisions of the Arbitration Act 1996 (as amended from time to time) and the Arbitration (International Investment Disputes) Act 1999).

14 This Agreement shall be enforceable in accordance with the provisions of the Arbitration Act 1996 (as amended from time to time) and the Arbitration (International Investment Disputes) Act 1999).

Governing law

15 This Agreement shall be governed by the law of England and Wales (including any conflict of law provisions) and shall be subject to the jurisdiction of the courts of England and Wales (including any appeal from the courts of England and Wales).

16 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with any dispute arising out of or in connection with this Agreement.

Please sign, date and return this Agreement to the other Party in accordance with the terms of this Agreement.

Yours faithfully

Duly authorised
[Full corporate name of issuing party]

Acknowledged and accepted

Duly authorised
[Full corporate name of receiving party]

Dated:

