Mutual Confidentiality Letter Agreement

1. Disclosure
   1. Fujitsu Services Limited and Test Company wish to exchange information with each other relating to the possible acquisition of the datacentre business of Test Company (Purpose).
   2. In this letter agreement:
      1. Confidential Information means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available [whether before or after the date of this letter agreement] (in any form or medium), directly or indirectly, by the Provider to the Recipient.
      2. Provider means a party to this letter agreement which discloses or makes available directly or indirectly Confidential Information.
      3. **Recipient** means a party to this letter agreement which receives or obtains directly or indirectly Confidential Information.
   3. In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:
      1. keep the Confidential Information secret and confidential;
      2. not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
      3. only make disclosure of the Confidential Information in accordance with paragraph 1.4 and paragraph 1.5. Any other disclosure can only be made with the Provider's prior written consent.
   4. Each party may disclose the Confidential Information to any of its officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose only, provided that it procures that each such person to whom the Confidential Information is disclosed complies with the obligations set out in this letter agreement as if they were the Recipient and procures that any such person also enters into a confidentiality agreement with the Recipient on terms equivalent to those contained in this letter agreement.
   5. Each party may disclose the Confidential Information to the minimum extent required by:
      1. any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction;
      2. the rules of any listing authority or stock exchange on which its shares are listed; or
      3. the laws or regulations of any country to which its affairs are subject.
2. Limitations on obligations

The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:

* 1. that it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this letter agreement; or
  2. was already lawfully known to the Recipient before it was disclosed by the Provider; or
  3. has been received by the Recipient from a third party source that is not connected with the Provider and that such source was not under any obligation of confidence in respect of that information.

1. Return of the Confidential Information
   1. If requested by the Provider at any time, the Recipient shall immediately [destroy or] return to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable).
   2. The Provider may request the Recipient to certify in writing that it has complied with its obligations in paragraph 3.1.
2. Term and Termination
   1. If either party decides not to continue to be involved in the Purpose with the other party, it shall notify that party immediately when this letter agreement shall terminate.
   2. Notwithstanding the termination of discussions between the parties in relation to the Purpose pursuant to paragraph 4.1, or otherwise, the obligations of each party shall continue for a period of 4 years from the date of this letter agreement.
   3. The termination of this letter agreement shall not affect any accrued rights or remedies to which either party is entitled.
3. Acknowledgment and inadequacy of damages
   1. Each party acknowledges and agrees that the Confidential Information may not be accurate or complete and it makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.
   2. Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this letter agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this letter agreement.
4. Governing law and jurisdiction
   1. **Governing law.** This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
   2. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter agreement or its subject matter or formation.

Please sign and return a copy of this letter agreement if you agree to its terms.

Yours faithfully,

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| ................................................................ |
| Signed by Joe Smith for and on behalf of Test Company |
| **We acknowledge receipt and agree to the terms of this letter agreement:** |
| ................................................................. |
| Signed by Jane Doe for and on behalf of Fujitsu Services Limited |