

## MUTUAL NON-DISCLOSURE AGREEMENT

**1. Purpose** - This agreement's purpose is to assure the protection and preservation of the confidential and or proprietary nature of information to be disclosed or made available to the other Party hereto in connection with discussions relating to the Parties' respective services, initiatives and the pricing related thereto ("Purpose"). The Party receiving confidential information will be referred to herein as the "Receiving Party" and the party disclosing confidential information will be referred to herein as the "Disclosing Party".

**2. Confidential information and exceptions** - All information related to the business or intellectual property (including know-how) of a Party, of its Group Companies, or of its Authorized Persons, or related to the Purpose, that the receiving Party receives or accesses as a result of any discussions or dealings under this Agreement designated as "Confidential information", but not including information that:

- a) is publicly available other than by breach of this Agreement;
- b) is lawfully in the possession of the receiving Party before its disclosure under this Agreement;
- c) is disclosed to the receiving Party through one or more third parties who are free to disclose it; or
- d) is developed independently of any Confidential Information;

**3. Protection of property and confidential information** - The parties agree and acknowledge that Confidential Information is and shall remain the Disclosing Party's (or as the case may be, its advisors') sole and exclusive property. The receiving party has no right of use or to disclose such Confidential Information except in strict compliance with this Agreement. The receiving party shall therefore:

- a) not disclose the Confidential Information except to its authorized persons;
- b) keep it in a safe and secure place and use reasonable measures to prevent unauthorized access, destruction, corruption or loss;
- c) not make any copies, summaries or transcripts of it unless this is necessary for the Purpose or as specified in clause 3.f (all such copies, summaries or transcripts will be deemed to be Confidential Information);
- d) not export it, or permit it to be exported, in breach of any relevant export regulations;
- e) notify the other Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorized person;
- f) upon the other Party's written request, immediately return or destroy the Confidential Information. The Receiving Party may make and retain copies of Confidential Information as required by law and/or regulatory requirement, or that are automatically generated or stored by backup systems and which are not accessible in the normal course of business

**4. Tenure** - this agreement's provisions will survive as they relate to Confidential Information that is disclosed. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires two years from disclosure.

**5. No warranty** - Neither the Disclosing Parties nor any of their Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information provided hereunder, and neither the Disclosing Parties nor their Representatives shall have any liability to the receiving party or to any of its Representatives arising from the use of Confidential Information or for any errors or omissions, save as may be provided in definitive documents executed in connection with the Potential Partnership. The parties acknowledge and agree that the furnishing of the Confidential Information will not constitute an offer of any nature whatsoever, nor form the basis or be the subject matter of any representation or warranty in relation to any contract, nor the

basis of any claims due to negligence in the course of contracting or give rise to any pre-contractual claims whatsoever.

**6. General** - All acts or omissions of a Party or an Authorized Persons in relation to the Confidential Information shall be treated as if they were the acts or omissions of that Party itself.

The Disclosing Party warrants that it has the right to disclose the Confidential Information but does not warrant its accuracy or completeness and shall not be liable for any damage or loss resulting from the use of the Confidential Information which is provided "as is".

No Party will assign, novate, sub-contract or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

This Agreement constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all previous agreements and understandings, whether written or oral, between the Parties relating thereto.

This Agreement is made solely for the benefit of the Parties and their respective Group Companies whose Confidential Information is disclosed. This Agreement is not for the benefit of and shall not be enforceable whether under legislation or otherwise by any other person.

**7. Amendments** - Any amendment to or modification of this Agreement shall be in writing and signed by both Parties.

**8. Applicable law and jurisdiction** - This Agreement, including any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with English law.

Any dispute regarding the Agreement, which cannot be resolved amicably by each Party, will be finally settled under the Arbitration Rules of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with such rules. The arbitration shall take place in the English language, it being agreed that each Party shall be allowed to submit information and documentation to the arbitration in their original language.

**Both parties have read and agree to these terms. By proceeding to onboard, both parties represent and warrant that they have the authority to bind the entity named below to these terms and conditions.**