**between**

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| <<Contract\_IHSMarkitLegalEntity>> | Incorporated In: <<Contract\_IHSMarkitCountryOfIncorporation>> |
| Registered Address:  <<Contract\_IHSMarkitLegalEntityStreet>>  <<Contract\_IHSMarkitLegalEntityCity>>  <<Contract\_IHSMarkitLegalEntityState>> <<Contract\_IHSMarkitLegalEntityZipPostal\_Code>>  <<Contract\_IHSMarkitLegalEntityCountry>> | **Notice Address:**  **<<Contract\_IHSMarkitNoticeAddressStreet>>**  **<<Contract\_IHSMarkitNoticeAddressCity>>**  **<<Contract\_IHSMarkitNoticeState>>**  **<<Contract\_IHSMarkitNoticeZipCode>>**  **<<Contract\_IHSMarkitNoticeAddressCountry>>** |

**and**

|  |  |
| --- | --- |
| <<Contract\_ClientLegalEntityLookUp>> | Incorporated In: <<Account\_IncorporatedIn>> |
| Registered Address:  <<ClientLegalEntityLookUp\_BillingStreet>>  <<ClientLegalEntityLookUp\_BillingCity>>  <<ClientLegalEntityLookUp\_BillingState>>  <<ClientLegalEntityLookUp\_BillingPostalCode>>  <<ClientLegalEntityLookUp\_BillingCountry>> | **Notice Address:**  **<<Contract\_ClientNoticeAddressStreet>>**  **<<Contract\_ClientNoticeAddressCity>>**  **<<Contract\_ClientNoticeAddressStateProvince>>**  **<<Contract\_ClientNoticeAddressZipPostalCode>>**  **<<Contract\_ClientNoticeAddressCountry>>** |

This Mutual Confidentiality and Nondisclosure Agreement (this “Agreement”) is entered into by and between <<Contract\_IHSMarkitLegalEntity>>**, <**<Contract\_IHSMarkitLegalEntityStreet>>**,** <<Contract\_IHSMarkitLegalEntityCity>>, <<Contract\_IHSMarkitLegalEntityState>>, <<Contract\_IHSMarkitLegalEntityZipPostal\_Code>>, <<Contract\_IHSMarkitLegalEntityCountry>>(“IHS Markit”), and <<Contract\_ClientLegalEntityLookUp>>, <<ClientLegalEntityLookUp\_BillingStreet>>, <<ClientLegalEntityLookUp\_BillingState>>, <<ClientLegalEntityLookUp\_BillingPostalCode>>, <<ClientLegalEntityLookUp\_BillingCountry>> (either party may be “Discloser” or “Recipient”). The parties are considering entering into a possible relationship or business venture and will exchange information relating thereto (the “Project”). The terms of this Agreement extend to all Confidential Information (as defined below) exchanged relating to the Project and such Confidential Information may be disclosed by Discloser and/or its Affiliates to Recipient. “Affiliate” means any legal entity that directly or indirectly controls, is controlled by, or is under common control with either party (ownership of more than 50% of assets or stock with control over day-to-day operations) and where applicable, references to Discloser in this Agreement will include the relevant party’s Affiliates.

**1. Definition of Confidential Information.** The parties agree that the following, whether disclosed verbally, in documentary form, by demonstration or otherwise, will be considered confidential (“Confidential Information”): (a) the terms and conditions of this Agreement; (b) the existence of the discussions between the parties and information concerning the Project; (c) information that is marked clearly as confidential or proprietary; (d) information that is designated as confidential or proprietary at the time of disclosure; (e) information that, by its very nature, the Recipient knows or a reasonable person would consider to be confidential, including without limitation Discloser’s, its Affiliates’, customers’, vendors’ or any other third parties’ strategic goals, product plans, customer information and lists, designs, costs, prices, names, finances, marketing plans, business opportunities, personnel, research, development or know‑how, technology, intellectual property, applications and source codes or (f) all data, reports, notes or other material derived from the information specified in (a) – (e) above, in any form whatsoever and contained in any format, whether prepared by the Discloser, the Recipient or otherwise. Confidential Information does not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (2) Recipient can demonstrate to have had rightfully in its possession before disclosure to Recipient by Discloser; (3) is independently developed by Recipient without the use of Confidential Information; or (4) Recipient rightfully obtains from a third party without an obligation of confidentiality.

**2. Nondisclosure and Non Use of Confidential Information.** Recipient agrees to use the same degree of care that it uses to protect its own confidential and proprietary information, but in any event no less than reasonable care, to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information. Recipient agrees to use Discloser’s Confidential Information for the sole purpose of Recipient’s internal evaluation of the Project or in furtherance of the Project. Recipient agrees not to: (a) use Confidential Information for its own or any third party’s benefit; or (b) copy, distribute or reproduce such Confidential Information at any time without the prior written approval of an authorized representative of Discloser in each instance except for distribution to a Representative (as defined below) in accordance with the terms of this Agreement. Recipient may disclose Discloser’s Confidential Information if required by any judicial or governmental request, requirement or order, provided that, if lawful and not prejudicial to any legal privilege which may be applicable, Recipient will take reasonable steps to give Discloser sufficient prior notice in order to contest such request, requirement or order by notifying Discloser of such request. Recipient agrees to refrain from trading in the securities of Discloser while in the possession of Discloser’s Confidential Information without the express authorization of Discloser’s counsel. The Recipient will not disclose Discloser’s Confidential Information to any person other than its Representatives (defined below) without first obtaining written consent from the Discloser. The Recipient may disclose Discloser’s Confidential Information only to its employees, Affiliates or professional advisors who (a) have a need to know in connection with discussing the Project, (b) have previously been instructed as to the confidential nature of the information, and (c) have agreed to keep such information confidential on substantially equivalent terms to those set out herein (“**Representatives**”). Recipient will be responsible and liable for any breach of this Agreement or confidentiality obligations by its Representatives.

**3. Ownership of Confidential Information.** All Confidential Information remains the property of Discloser or its relevant third party licensors and, except for the limited rights as provided in Section 2, no license or other rights to Confidential Information is granted or implied hereby.

**4. No Warranty.** Discloser warrants that it has the right to disclose Confidential Information to Recipient. Otherwise, all information is provided “AS IS” and without any warranty or liability, express, implied or otherwise, regarding its accuracy, completeness, fitness for purpose or performance.

**5. Remedies.** The Recipient acknowledges that the Discloser might lack an adequate remedy at law, and could suffer irreparable injury if the Recipient breached this Agreement. Therefore, if any breach of this Agreement occurs or is threatened, the Discloser shall be entitled to apply for an injunction restricting or prohibiting the Recipient from acts which would violate this Agreement or other equitable relief, without the necessity of proving actual damages and without thereby waiving other remedies otherwise available at law or in equity. No delay or failure on the part of either party in exercising any right, power or privilege hereunder shall constitute a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**6. Term.** The term of this Agreement shall be five (5) years from the Effective Date. However, all obligations under this Agreement with respect to Confidential Information disclosed during the term of this Agreement shall survive such termination until such time that either (a) such information is no longer Confidential Information, whereby the burden of proving that such information is no longer Confidential Information shall be on the Recipient, or (b) a definitive agreement is executed by the parties covering the same subject matter as the Project which includes confidentiality provisions. Upon termination, or upon request by Discloser at any time, Recipient shall promptly (but in no event later than 20 days after such request) either deliver all Discloser’s Confidential Information in tangible form, including but not limited to all computer programs, documentation and copies thereof, then in its possession or under its control to Discloser or certify in writing to Discloser that all such Confidential Information has been destroyed. All Discloser’s Confidential Information in any other form shall be expunged from its systems and records (other than automatic archival or back-up copies) by Recipient. Notwithstanding the foregoing, Recipient may retain Discloser’s Confidential Information to the extent reasonably necessary to satisfy any applicable legal or regulatory requirements provided that Recipient and its Representatives will continue to be bound by obligations of confidentiality and other obligations hereunder with respect to such retained Confidential Information, for so long as such information remains Confidential Information or until Recipient purges or destroys Confidential Information in accordance herewith.

**7. Entire Agreement and Governing Law.** This Agreement constitutes the entire agreement with respect to Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement will be governed by and construed in accordance with the laws of the State of New York, and the parties hereby submit to the exclusive jurisdiction of the appropriate courts in the State of New York. Neither party shall assign this Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld.

**8.** **Survival.** The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

**Special Terms & Conditions**

**IN WITNESS WHEREOF**, the parties hereto have signed and cause this Agreement to be executed on the dates below to be effective on the Effective Date.