CONFIDENTALITY AGREEMENT

(“This Agreement”)

THIS AGREEMENT is dated the day of 2024 BETWEEN

(1) **BLACK ROCK INVESTMENT MANAGEMENT (UK) LIMITED** incorporated and registered in England and Wales with company number 020226503914 whose registered office is at 12 Throgmorton Avenue, London, United Kingdom, EC2N 2DL ; and

(2) ABC Company Limited incorporated and registered in England and Wales with company number 12345 whose registered office is at 123 Kings Street London Scotland Ec3 5FL.

Each party wishes to disclose and/or may have already disclosed to the other party Confidential information (as defined below) in relation to the provision of data and risk analytics and any other purpose whatsoever (the “**Purpose**”). For the purpose of this Agreement, ABC Company Limited shall be the “Disclosing Party” and BlackRock as the recipient of such Confidential Information shall be the “Receiving Party”. Each party wishes to ensure that the other party aims to maintains the confidentiality of its Confidential Information. In consideration of the benefits to the parties of the disclosure of the Confidential Information and payment of a fee of £1,500,000 (one million and five hundred thousand pounds) to the Disclosing party, the Parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information with effect from such time as Confidential Information is last disclosed.

NOW IT IS HERBY AGREED for the purposes of this Agreement:

1. “Confidential Information” means:
2. any information in whatever form (whether oral, written, pictorial or electronic media) containing, without limitation, material of a technical, operational, administrative, economic, planning, servicing, manufacturing, business, financial or legal nature and/ or intellectual property of any kind which the disclosing party or its Representatives may disclose to the Receiving Party or its Representatives during the term of this Agreement, including but not limited to information relating either directly or in any way indirectly to the Purpose;
3. any Copies prepared by the receiving party or its representatives;
4. the fact that discussions and negotiations are taking place concerning the Purpose between both parties and/or their Representatives;

Confidential Information shall not include any information which:

1. is, at the date of this Agreement or hereafter comes into the public domain through an act or default of the Receiving Party or its representatives;
2. was already illegally in the possession of the Receiving Party before the disclosure under this Agreement was made;
3. relates to the existence and terms of this Agreement;
4. hereafter becomes available to BlackRock on a non-confidential basis from a person who, to the best of the Receiving Party's knowledge, is not bound by a duty of confidentiality to the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party. For the avoidance of doubt, the Receiving Party is under the fullest possible obligations to make such enquiry in to the third party’s confidentiality obligations; or
5. both parties agree in writing is not Confidential Information.

1. For the purposes of this Agreement:
2. “Copies of Confidential Information” includes without limitation any analyses, memoranda, compilation studies, plans, notes, extracts or any other way of representing or recording information which contains or is derived from or otherwise does a reflect or are generated from Confidential Information and shall include any such information even if commingled with, or included within information of the Receiving Party relating to its other clients;
3. “Group Undertaking” shall mean a company’s subsidiary or holding company, or a subsidiary of such a holding company, as those terms are defined in Section 736 of the Companies Act 1985;
4. “Representatives” means, in respect of either party, its own directors, officers, employees, agents, independent contractors, professional advisors and Group Undertakings and the directors, officers, employees, agents, independent contractors and professional advisors of such Group Undertakings, or anybody else as the Disclosing Party or its Representatives wishes to include; and
5. words in the singular shall include the plural and vice versa.
6. Unless otherwise agreed in writing, the Receiving Party undertakes:
7. to keep the Confidential Information confidential and apply the same security measures and degree of care to the Confidential Information as the Disclosing Party applies to its own confidential information;
8. not to use or exploit the Confidential Information in any way except for the Purpose;
9. not to make any use of the Confidential Information to obtain a commercial competitive advantage;
10. which is directly or indirectly detrimental to the Disclosing Party;
11. not disclose or make available the Confidential Information in whole or part to any third party, except as expressly permitted by this Agreement;
12. only to make such Copies of Confidential Information as are strictly necessary for the furtherance of the Purpose;
13. to disclose the Confidential Information only to such Representatives who need to know it for the Purpose and to use all best endeavours to procure that those Representatives who receive the Confidential Information are made aware of the terms of this Agreement after such disclosure to them, and to use all best endeavours to obtain their prior agreement to be bound by the specific terms and conditions contained herein (and for each Representative to sign a statement, in writing, to that effect at the point of disclosure and thereafter every three (3) months); and
14. to retain responsibility for its Representatives’ compliance with the obligations set out in this Agreement and its appendices hereto, as well as any breach thereof.
15. ABC Company Limited acknowledges and agrees that the Receiving Party may disclose confidential Information:

(a) [to any of the Representatives of the Receiving Party who have a need to know the Confidential Information for the Purpose; or]

(b) where required by any court of competent jurisdiction (or any competent judicial, governmental, supervisory or regulatory body and relevant authorities of any kind) to disclose any Confidential Information received by it pursuant to this Agreement, and it shall (notwithstanding if it is prevented by law or any regulatory authority) promptly notify the Disclosing Party of that requirement. The Receiving Party will disclose all Confidential Information without limitation, shall use all best endeavours to ensure that any such disclosed Confidential Information will be accorded confidential treatment and shall indemnify the Disclosing Party in the event of any failure to ensure same. If the Receiving Party is unable to notify the Disclosing Party before any Confidential Information is disclosed, the Receiving Party will (notwithstanding any prohibition under law or regulatory authority) inform the Disclosing Party of the full circumstances of the disclosure immediately after the disclosure has been made;

(c) where required by rules of any stock exchange on which shares or other securities of the Receiving Party are listed; or

(d) where required by the laws or regulations, codes of practice and/or non-binding guidance of any country with jurisdiction over the affairs of either the Disclosing Party or the Receiving Party.

1. The Disclosing Party offers no warranty, express or implied, that it has the right to disclose the Confidential Information to the Receiving Party. The Disclosing Party authorises the Receiving Party to use such Confidential Information for the Purpose.
2. Save as where otherwise may be agreed in writing each of the parties acknowledge that neither the Disclosing Party nor any of its Representatives, makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information, and the Receiving Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of the Receiving Party’s Representatives relating to or arising from the Receiving Party’s (or its Representatives) use of any Confidential Information or for any errors therein or omissions therefrom. This paragraph shall operate to exclude liability for fraud or fraudulent misrepresentation.
3. Any and all Confidential Information supplied to a Party or copied by it for the Purpose will be returned or deleted by the other Party upon request, subject to clause 13 herein.
4. Upon the termination of this Agreement, the Receiving Party will be permitted to retain such copies of the Confidential Information:

(a) as required by any law or regulation; or

(b) in accordance with the Disclosure Party’s internal policies and compliance procedures,

provided that any Confidential Information retained in accordance with this paragraph 7 continues to be held subject to the terms of this Agreement and save as permitted by paragraph 4 (a) to (h), is not disclosed to any person.

1. This agreement shall remain in full force and effect until the later of:
2. Three (3) years from the date of this Agreement; or
3. Indefinitely, without expiration.

9. The Receiving Party agrees that:

1. as determined at the discretion of the Disclosing party damages alone may not be an adequate remedy for any breach (or threatened breach) by it of the terms and conditions of this Agreement. Accordingly, without prejudice to any other tights and remedies it may have, the Disclosing Party shall be entitled to seek the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement;
2. it has no property or intellectual rights in the Disclosing Party’s Confidential Information; and
3. it will notify the Disclosing Party immediately if it becomes aware of any breach (or threatened breach) under this Agreement.

10. **Indemnity**

The Receiving Party indemnifies the Disclosing Party against:

1. all losses suffered by the Disclosing Party;
2. all liabilities incurred by the Disclosing Party or any third parties related thereto;
3. the costs of all demands, actions and other proceedings against the Disclosing Party (including all legal costs), and

arising directly or indirectly in connection with any breach (whether actual or in the Disclosing Party’s view potential) or non-performance of:

* 1. the obligations of the Receiving Party whether express or implied under this Agreement; or
  2. the obligations of any employee, officer, agent or sub-contractor of the Receiving Party whether express or implied.

11. The provisions of this Agreement shall be severable in the even that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, those provisions shall remain enforceable to the fullest extent permitted by law; or

12. It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder or further exercise thereof.

13. Any assignment of this Agreement by either party without the other Party’s prior written consent shall be avoided.

14. This Agreement contains the entire agreement between the parties concerning the Purpose, and no modification of this Agreement [or waiver of the terms and conditions hereof] shall be binding upon the other party unless approved in writing by both parties. Nothing in this Agreement shall purport to exclude liability for fraud or fraudulent misrepresentation.

15. Nothing in this Agreement is intended to constitute, create, give effect to or otherwise recognise an agreement, joint venture, partnership, or other form of business organisation of any kind between the parties.

16.

17. This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and both parties irrevocably submit to the exclusive jurisdiction of the Scottish courts.

**Signed for and on behalf of BlackRock Advisors (UK) Limited**

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| --- | --- | --- |
|  |  |  |
| Managing Director |  | Director |
|  |  |  |
| Print Name |  | Print Name |
|  |  |  |
| Date |  | Date |

We agree to be bound by the provisions of this Agreement.

**Signed for and on behalf of CBA Company Ltd**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Trustee/Director |  | Signature of Trustee/Witness |
|  |  |  |
| Print Name |  | Print Name |
|  |  |  |
| Date |  | Date |