

THIS NON DISCLOSURE AGREEMENT is entered into on

BETWEEN

(1) whose principal place of business is at (**Party 1**)

(2) whose principal place of business is at (**Party 2**)

WHEREAS

The parties are in consideration of (the "**Transaction**"), and will each be providing the other with certain confidential information. This Agreement relates to information at any time and from time to time supplied by a party or by any of the Connected Persons orally, in writing or in any other form to the other or its Representatives in connection with the Transaction (the "**Information**").

It is agreed as follows:

1. Interpretation

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

Connected Persons means, in relation to each party, in each case, to the extent that they are involved in the Transaction, (a) their respective group undertakings and each of their and their respective officers, employees, advisers, agents and representatives; and (b) officers, employees and partners of any such adviser, agent or representative or of their respective group undertakings.

Group means, in relation to either party, companies which are holding companies or subsidiaries of it or of any such holding company;

Information means any and all information which is now or at any time after the date of this Agreement in the possession of either party and is disclosed to the other pursuant to this Agreement;

Purpose means any discussions and negotiations between the parties concerning or in connection with the evaluation of the Transaction;

Representatives means, in relation to either party, its directors, officers, employees and consultants or those of other companies within its Group and its professional advisors consulted in relation to the Purpose; and

Writing includes e-mail, fax and other forms of written material transmitted electronically.

2. Obligations of Confidentiality

2.1 In consideration of the mutual exchange and disclosure of the Information, each party undertakes in relation to the other's Information as follows. The undertakings in this letter are given to a party in its own favour and in favour of its respective Connected Persons.

- (a) to maintain the confidentiality of the Information and to use it exclusively for the Purpose and not to use the Information for any purpose other than to evaluate the Transaction;
- (b) not to copy, reproduce or reduce to writing any part of the Information except as may be reasonably necessary for the Purpose and that any such copies or reductions to writing shall be the property of the disclosing party; and
- (c) not to use, reproduce, transform or store any of the Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business / server / emails.

3. Confidentiality Measures

3.1 To maintain the confidentiality of the disclosed Information each party shall:

- (a) not disclose the Information to anyone other than to those of their respective Representatives who need access to it for the Purpose ("**Approved Representatives**"), and only to the extent that they need that access, on the terms of this Agreement and on the basis that they themselves will not disclose, copy, reproduce or distribute it to any person who is not an Approved Representative;
- (b) keep separate all Information from all documents and other records of the receiving party;
- (c) apply to the Information no lesser security measures and degree of care than those which the receiving party applies to its own confidential information and which the receiving party warrants as providing adequate protection from unauthorised disclosure, copying or use;
- (d) keep a written record of:
 - (i) any document or other Information received from the other in tangible form;
 - (ii) any copy made of all or part of the Information; and
 - (iii) any Approved Representative of the receiving party having possession or control of the Information or any part of it;
- (e) ensure that any document or other records containing Information shall be kept at its premises and shall not remove or allow to be removed such document or other records from its premises without the prior written approval of the other; and
- (f) ensure and advise that its Representatives that:
 - i. the Information is given and their negotiations are taking place in confidence, and that neither the party nor any of its Representatives should base any behaviour that would amount to market abuse on the Information or the existence or subject matter of their negotiations until after such information has been made generally available;
 - ii. some or all of the Information and their negotiations may be inside information and that neither the party nor any of its Representatives should deal in securities that are price-affected securities in relation to the inside information, encourage another person to deal

in price-affected securities or disclose the inside information before the inside information is made public.

- iii. do not contact any Representatives, other than the Approved Representatives, of the other party with a view to obtaining information about the other party, its Group or its business.

(f) ensure that its Representatives do not contact any Representatives, other than the Approved Representatives, of the other party with a view to obtaining information about the other party, its Group or its business.

3.2 To the extent that any Information is stored within a computer system or is stored in machine-readable form the receiving party shall ensure that the Information is secured so that access may not be gained and copies may not be made other than in accordance with this Agreement.

3.3 The receiving party shall enforce the obligations set out in this clause at its own expense and at the request of the disclosing party insofar as any breach of those obligations relates to the unauthorised disclosure of the other's Information.

4. Excepted Information

4.1 The undertakings shall not apply to any Information in relation to which the receiving party can prove by documentary evidence produced to the other that Information:-

(a) was, is or has become lawfully available to the public otherwise than through breach of this Agreement; or

(b) was previously known to and at the free disposal of the receiving party;

(c) was disclosed to the receiving party by a third party having the right to make that disclosure; or

(d) is at any time independently developed by the receiving party without the Information.

4.2 If either party is required to disclose all or part of the Information pursuant to any legal requirement of any country which has jurisdiction over either party or any governmental or quasi-governmental authority it will be entitled to do so **Provided That** the party required to make the disclosure shall immediately upon becoming aware that the disclosure is required, advise the other party of the circumstances in which the disclosure is alleged to be required (where legally permissible).

5. Return of information

5.1 Each party shall immediately on the written request of the other return all documents and materials containing the Information or if so required shall at the request of the other destroy all documents and materials containing the Information in hard copies in its possession or under its custody or control and shall in addition take reasonable steps to remove any Information stored within any computer or word processing system whether or not in machine-readable form and certify in writing to the other that all such documents and materials have been destroyed.

5.2 Notwithstanding completion of the Purpose or return or destruction of the documents and materials containing the Information, both parties shall continue to be bound by the undertakings set out in this Agreement.

6. Disclaimer and Warranty

6.1 Each party reserves all rights in its Information and no rights or obligations other than those expressly granted are to be implied from this Agreement.

6.2 The parties each understand that the Information does not purport to be all inclusive and that no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of the Information. Accordingly each of us agrees with the other and with each of its respective Connected Persons that neither of us nor any of their respective Connected Persons shall have any liability to the other or any other person resulting from the use of Information by us and/or them and, without prejudice to the generality of the foregoing, that each of us and their respective Representatives shall be bound by the terms of any disclaimer of liability subject to which the Information Memorandum may be issued.

6.3 This clause will not exclude any liability for, or remedy in respect of, fraudulent misrepresentation. Save as expressly set out in this Agreement, neither Party, their Connected Persons or Representatives shall owe any duty of care to the other party or any other person.

6.4 Each party warrants its right to disclose the Information it provides to the other party and to authorise the other party to use the Information for the Purpose.

6.5 Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into the Transaction contemplated.

7. Confidentiality

7.1 Each party agrees to keep the existence and nature of this Agreement confidential and any announcement or circular relating to the existence or the subject matter of this Agreement shall first be approved by both parties as to its content, form and manner of publication.

7.2 Neither party nor any of their Representatives will, without the other's prior written consent, reveal to any person other than an Approved Representative that negotiations are taking place between us or any information concerning the status or progress of such negotiations

7.3 The undertakings set out in this Agreement will survive completion of their negotiations, whether or not the Transaction is implemented.

7.4 The obligations under this Agreement will terminate years after the earlier of (i) the termination of discussions with respect to the Purpose and (ii) the execution of the documents governing the Purpose.

7.5 From the date of this letter until (the "**Exclusivity Period**") neither party nor its Connected Persons will directly or indirectly discuss or negotiate the Transaction, or provide any information or make any offers in relation to Transaction to, or solicit or accept any offer or

indications of interest from, any parties other than the parties or their groups under this Agreement.

7.6 If there is a breach of the provisions of this clause 7.5, the remedy will be limited to the costs and expenses which incurred during the Exclusivity Period in connection with the negotiations envisaged by the terms of this Agreement.

8. Remedies

8.1 The parties acknowledge and agree that:-

(a) breach of terms would cause irreparable harms and damages would not be an adequate remedy for any breach of the provisions of this Agreement;

(b) the disclosing party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement; and

(c) no proof of special damages shall be necessary for the enforcement of this Agreement.

9. Waiver

9.1 No waiver by a party of a failure or failures by the other party to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.

9.2 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

10. Assignment

10.1 Neither of the parties may assign any of its rights or obligations under this Agreement in whole or in part.

11. Entire agreement

11.1 This Agreement sets out the whole agreement and understanding between the parties with respect to the subject matter of this Agreement.

11.2 It is agreed that:

(a) neither party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other party, its Associates or Representatives which is not expressly set out or referred to in this Agreement;

(b) a party may claim in contract for breach of an express warranty under this Agreement but shall have no claim or remedy in respect of misrepresentation (whether negligent or otherwise, and whether made prior to and/or in this Agreement) or untrue statement made by the other party, its Associates or Representatives; and

(c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation by a party or its Associates or Representatives.

12. No License

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, mask work right, trade secrets, or other intellectual property of the other party, nor shall this Agreement grant either party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

13. Governing Law and Jurisdiction

14. Notices and service

14.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;
- b. in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt ;
- c. in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting

provided that in each case where delivery by hand or by e-mail occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

14.2 The addresses of the parties for the purpose of clause 14.1 are as follows:

Party 1

Address:

E-mail:

For the attention of:

Party 2

Address:

E-mail:

For the attention of:

15. Rights under Contracts for Third Parties

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

As witness this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.