

THE PARTIES AGREE AS FOLLOWS:

- (1) Each of the Parties understands and acknowledges that by virtue of various correspondence, discussions, meetings, negotiations and/or work by or between the Parties in connection with the Purpose each Party (the **Receiving Party**) will or may obtain or otherwise become aware of technical and financial information and other information relating to the business, insurance, business plans, unpublished operations information, pricing policies, services, intellectual property, trade secrets, suppliers, customers, clients of the other Party (the **Disclosing Party**) or its Affiliates, which information is confidential and proprietary to the Disclosing Party and in respect of which the Receiving Party is bound by a strict duty of confidence (the **Confidential Information**).
- (2) In consideration of the mutual covenants contained in this Agreement, each Party undertakes that it shall:
 - (a) maintain the confidentiality of Confidential Information at all times;
 - (b) keep all Confidential Information secure and protected against theft, damage, loss or unauthorised access;
 - (c) not at any time use, disclose, exploit, copy or modify any Confidential Information other than solely in connection with the Purpose;
 - (d) not use any Confidential Information so as to procure any commercial advantage over the Disclosing Party; and
 - (e) not disclose to any person, without the Disclosing Party's prior written consent, (i) the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party has inspected all or any part of the Confidential Information; (ii) the fact that any discussions or negotiations are taking or have taken place concerning the Purpose; or (iii) any of the terms, conditions or other information with respect to the Purpose.
- (3) The Receiving Party shall be entitled to disclose Confidential Information to its officers, employees, agents, professional advisers or subcontractors (**Representatives**) who have a need to know the same solely in connection with the Purpose, on condition that it shall make such Representatives aware of and observe the terms of this Agreement and that such Representatives are bound by the terms of this Agreement or a pre-existing confidentiality agreement with comparable terms. The Receiving Party shall be liable for its Representatives' compliance with the terms of this Agreement.
- (4) The Receiving Party understands and acknowledges that the Disclosing Party does not make any representation or warranty or accept any liability in respect of the accuracy, completeness or usefulness of any of the Confidential Information.

- (5) The Receiving Party agrees to return or destroy (at Disclosing Party's option) any and all Confidential Information which is then in its possession or control to the Disclosing Party (and will not retain any copies of the same) within 7 days from the earlier of a written request from that Disclosing Party, or the termination for whatever reason of the Purpose.
- (6) The Receiving Party shall immediately upon becoming aware of any unauthorised disclosure, misuse, theft or other loss of Confidential Information, whether inadvertent or otherwise, give notice of the same to the Disclosing Party.
- (7) The terms of this Agreement shall not apply to any Confidential Information which is received by the Receiving Party:
 - (a) if at the time of receipt by the Receiving Party the Confidential Information is in the public domain;
 - (b) if the Confidential Information subsequently comes into the public domain through no fault of the Receiving Party, its Affiliates or Representatives; or
 - (c) if the Confidential Information is lawfully received by the Receiving Party from a third party on an unrestricted basis without breach of this Agreement.
- (8) The disclosure by the Receiving Party of Confidential Information shall not be a breach of this Agreement if and to the extent that such disclosure is required by law, regulation or order of a competent authority, provided that the Disclosing Party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- (9) Each party acknowledges that during the course of its engagement it may have access to technical data that is controlled

for export under the laws and regulations of countries in which the other Party conducts business, including the Export Administration Regulations (EAR) (Title 15 Code of Federal Regulations, Part 730- 774) and the International Traffic in Arms Regulations (ITAR) (Title 22 Code of Federal Regulations, Parts 120-130) of the United States. These include prohibitions against making unauthorized exports or re-exports – including deemed exports to foreign nationals wherever located – of controlled technical data. Each Party further acknowledges that its responsibilities under those laws shall exist both during the course of this Agreement and shall also survive any termination of Company's relationship with CPA Global. Company shall notify CPA Global in writing of any data provided to CPA Global pursuant to the Agreement (including, but not limited to, your sharing, via any electronic database, of your data with us) which is controlled for export under any such export control rule or requires a security clearance.

- (10) This Agreement, and the confidentiality obligations contained herein, shall continue until the earlier of ten years from the date of signature or effective date.
- (11) The failure of the Disclosing Party to enforce or exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.
- (12) The Parties agree that unless and until any formal agreement governing the Purpose has been executed, neither Party will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein. The Parties further

acknowledge and agree that each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party with regard to the Purpose and to terminate discussions and negotiations with the other Party at any time.

- (13) The Receiving Party acknowledges and agrees that a breach by it of any of the terms of this Agreement may result in irreparable and continuing damage to the Disclosing Party for which there may or will be no adequate remedy at law, and that in the event of such breach, the Disclosing Party shall be entitled to apply for injunctive relief and such other and further relief as may be appropriate.
- (14) Each Party shall comply with all applicable laws, statutes or regulations relating to anti-bribery and anti-corruption including, where applicable, but not limited to the UK Bribery Act 2010, US Foreign Corrupt Practices Act 1977 and the India Prevention of Corruption Act 1988, and not engage in any activity, practice or conduct which would constitute an offence under any applicable law, statute or regulation. The Parties agree that should either of them learn of or have reason to suspect that a transaction of the sort prohibited above has occurred, the knowledgeable or concerned party will immediately advise the other in writing of such knowledge or suspicion.
- (15) To the extent that the Disclosing Party shares Confidential Information with the Receiving Party the Disclosing Party undertakes that it is entitled to share such Confidential Information with the Receiving Party. The Receiving Party undertakes that it will only use this Confidential Information in accordance with the Purpose and in accordance with all applicable data protection regulations and legislation.
- (16) This Agreement is governed by the laws of Jersey and the Royal Courts of Jersey shall have exclusive jurisdiction to resolve any dispute arising hereunder.
- (17) Nothing in the Agreement shall restrict or limit either Party from seeking injunctive or similar relief in any jurisdiction.
- (18) As used herein, the term **Affiliate** shall mean any corporation, association or other entity that directly or indirectly controls, is controlled by or is under common control with the Party in question. As used in this definition of Affiliate, the term **control** shall mean having the power to direct or cause the direction of the management and policies of an entity, whether through direct or indirect beneficial ownership of more than 50% of the voting or income interest in such corporation or other business entity.