

Two-Way Confidentiality Agreement

This agreement is made between PricewaterhouseCoopers LLP, a limited liability partnership incorporated in England (number OC303525) whose registered office is at 1 Embankment Place, London WC2N 6RH ("PwC"); and [insert name and company number] whose registered office is at [insert address] ("you").

Background

In connection with our discussions relating to CDKN (the "purpose") certain confidential information may be disclosed between us.

1 Definitions

In this agreement the following words have the meanings given to them below:

"confidential information" means any information disclosed by one party to the other party in connection with the purpose, which is of a confidential nature irrespective of whether it is marked as such.

"disclosing party" means the party to this agreement disclosing the confidential information.

"PwC firm" means any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities.

"receiving party" means the party to this agreement to whom the confidential information is disclosed.

2 Confidentiality

2.1 The receiving party agrees:

- (a) to keep the disclosing party's confidential information, confidential;
- (b) not to use the disclosing party's confidential information except in connection with the purpose; and
- (c) not to disclose the disclosing party's confidential information to anyone else.

2.2 Each party agrees that it will keep the purpose and the existence of this agreement confidential.

2.3 This agreement will not apply to information which:

- (a) is publicly available; or
- (b) has been received from someone else who owes no duty of confidence in relation to it; or
- (c) was already known by the receiving party.

2.4 Nothing in this agreement will prevent the receiving party from disclosing confidential information:

- (a) if the disclosing party has given its prior written consent; or
- (b) to its lawyers; or
- (c) if the disclosure is required by law, regulation or professional requirements; or

(d) in the case of PwC, to other PwC firms or relevant subcontractors.

2.5 The receiving party will ensure that anyone who receives confidential information under clause 2.4 (b) is bound by confidentiality obligations before the confidential information is disclosed.

2.6 Nothing in this agreement will restrict your ability to disclose PwC's advice concerning the tax (including social security) treatment or tax structure of any transaction regardless of any confidentiality markings on any communications.

3 Term

3.1 This agreement will come into effect on the date of signature by both parties and will continue indefinitely, subject to any subsequent agreement entered into between the parties in relation to the purpose which includes obligations relating to the protection of confidential information. The subsequent agreement will then replace this agreement with effect from the commencement of our services.

3.2 Following a written request from the disclosing party, the receiving party will, as soon as practicable, either destroy or return all confidential information to the disclosing party or, in the case of electronic copies of confidential information, delete them or make them reasonably inaccessible. However, PwC may retain a copy of the confidential information for our internal purposes.

4 General

This agreement forms the entire agreement between the parties relating to confidential information disclosed in connection with the purpose. It replaces any earlier agreements, representations or discussions. Neither party excludes liability for any fraud.

5 Governing law and jurisdiction

This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by English law and be subject to the exclusive jurisdiction of the English courts.

SIGNED for and on behalf of PricewaterhouseCoopers LLP

By

Position.....

Date

SIGNED for and on behalf of []

By

Position.....

Date