

The Company and the Second Party shall each herein be singularly referred to as a "Party", and collectively as "**Parties**".

All Parties to this Agreement may act as a '**Disclosing Party**' or a '**Receiving Party**' of Confidential Information, and shall hereinafter be referred to as the context requires.

THE PARTIES hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement, the following terms shall have the meaning attributed herein:

- a. '**Confidential Information**' shall mean all information of a confidential nature, and/or information which misuse or disclosure could foreseeably damage the business or reputation of either Party, whether directly or indirectly. Confidential Information shall include, but not be limited to, information in whatever format (and whether or not designated as confidential or proprietary by the Disclosing Party) relating to the Disclosing Party's business, organisational structure, products, technology, prototypes, processes, business contacts and affairs, plans, drawings, creations, operations, services, projects, markets and market opportunities, finances (including cost estimates, historical and projected charge rates and fee rates), know-how, business strategy, trademarks, design rights, trade secrets, patents and customers or prospective customers or suppliers. For the purposes of this Agreement, Confidential Information does not include information which:
 - i. is or becomes publicly available through no act or omission of the Receiving Party, and through no violation of this Agreement;
 - ii. was rightfully known or lawfully in the possession of the Receiving Party prior to disclosure;
 - iii. is trivial or obvious or otherwise clearly of a non-confidential nature;
 - iv. is required, pursuant to a legal proceeding or other legal or regulatory requirement, to be disclosed, provided that, if legally permissible, prior notice and cooperation is given to the Disclosing Party in order to contest or limit such disclosure;
 - v. is independently known or developed by employees, contractors or agents of the Receiving Party without any use or knowledge of the Confidential Information; and/or
 - vi. is hereafter rightfully provided to the Receiving Party by a third party without restriction on disclosure.

The Receiving Party has the burden of proof of any of the exceptions listed in point a-f above.

2. CONFIDENTIAL INFORMATION OBLIGATIONS

2.1. Both Parties agree:

- a. not to disclose and hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party;
- b. only disclose Confidential Information to any third party with the prior written consent of the Disclosing Party or otherwise in accordance with this Agreement; and
- c. to notify the Disclosing Party, immediately, of any breach, its manner, the Confidential Information disclosed, and the third party to whom the disclosure has been made,
- d. not to copy or reverse engineer any such Confidential Information and
- e. not to export or reexport any such Confidential Information or product thereof

2.2. Both parties further agree not to use in any manner and /or duplicate any Confidential Information, in whole or in part, pertaining to the Disclosing Party for any reason whatsoever, except for the Purpose.

2.3. Either Party may disclose the Confidential Information to:

- a. its directors, officers and employees; and/or
- b. its sub-contractors and their employees.

Provided that such disclosure may only occur to the extent that it is reasonably necessary for the purposes of this Agreement, and the subsequent contract if entered into, and on the condition that the Receiving Party shall obtain from any persons or entities mentioned in (a) and/or (b) above to whom the Confidential Information is disclosed or who may in any way obtain access to any Confidential Information, enforceable undertakings in terms at least equivalent and as binding upon such persons and/or entities as the Receiving Party is bound to the Disclosing Part by the terms of this Agreement.

3. TITLE TO CONFIDENTIAL INFORMATION

- 3.1. All Confidential Information furnished under this Agreement shall remain the Disclosing Party's property. Nothing in this Agreement is intended to grant either Party any rights or licenses with regard to intellectual property of the other Party. The Receiving Party undertakes and binds itself not to assert any claim of title of ownership to the intellectual property and/or Confidential Information or any portion thereof.

4. RETURN OF CONFIDENTIAL INFORMATION

- 4.1. Each Party shall, including all copies thereof, promptly return or destroy all Confidential Information received by the Disclosing Party, at the Receiving Party's own costs, upon the Disclosing Party's request and/or should the Parties decide not to continue the business relationship. The Receiving Party shall not retain copies of any Confidential Information.

5. TERM

- 5.1. This Agreement applies only to disclosures made before the second anniversary of this agreement. The terms of this Agreement will remain in effect with respect to any

particular Confidential Information until non-disclosing Party can document that it falls into one of the exceptions stated in Paragraph 2 above.

6. WARRANTIES

- 6.1. Confidential Information shall not constitute any express or implied warranty of any kind. All representations and warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed.

7. UNAUTHORISED USE

- 7.1. The Parties hereto agree and acknowledge that the Second Party's breach of any term or provision of this Agreement shall materially and irreparably harm the Company and/or its affiliated companies or related entities. In the event of such breach or threatened breach, the Company shall have, in addition to any and all remedies at law, the right to an injunction, specific performance and other equitable relief to prevent the violation of the other Party's obligations hereunder.

8. APPLICABLE LAW AND JURISDICTION

- 8.1. This Agreement shall be governed by and construed in accordance with the laws of Malta, and either Party shall be entitled to enforce their rights under this Agreement specifically, to recover damages and costs (including reasonable attorney fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favour at law.
- 8.2. The Parties submit to the jurisdiction of the Maltese Courts.