

[INVESTOR, PLC]

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[ ], [ ] [ ] 200[ ]

**Re: Non disclosure agreement**

Dear Sirs,

In connection with preliminary negotiations relating to [ ] (hereinafter called "THE PROJECT") between [ ] (hereinafter called "YYYY") and [ ] (hereinafter called "XXXX"), we believe it is convenient for the parties to agree in writing their respective non disclosure commitments under the terms and conditions stipulated in the present agreement (hereinafter called "THE AGREEMENT").

For the purposes of THE AGREEMENT, YYYY and XXXX shall be referred jointly as "THE PARTIES" and the term "PARTY" shall indifferently refer to either YYYY or XXXX.

1. THE PARTIES shall refrain from disclosing to any third party any information in relation to the object of THE AGREEMENT or to the existence of negotiations and discussions potentially culminating in the implementation of THE PROJECT.
2. During negotiations, THE PARTIES shall exchange relevant (oral or written) information and documentation relating to their respective businesses and operations (hereinafter called "CONFIDENTIAL INFORMATION"). Any information obtained as a result of disclosure of CONFIDENTIAL INFORMATION shall be considered confidential too.
3. THE PARTIES undertake to use any CONFIDENTIAL INFORMATION they have perused or heard exclusively for the purpose of assessing and carrying out THE PROJECT.
4. THE PARTIES shall take any and all necessary steps to ensure that CONFIDENTIAL INFORMATION is protected and remains confidential. For this purpose they shall handle any such information with at least the maximum degree of diligence and care (i) they exercise in managing their own confidential information and (ii) they require from business affiliates and associates according to the nature of confidential information. CONFIDENTIAL INFORMATION shall be disclosed only to those employees and representatives of and third parties under contract with, each of THE PARTIES (subject to the former subscribing to

THE AGREEMENT or signing a separate non disclosure agreement) who need to be privy to said CONFIDENTIAL INFORMATION in order to assess and carry out THE PROJECT. The above employees and representatives of and third parties under contract with, each of THE PARTIES shall be informed of the confidential nature of the CONFIDENTIAL INFORMATION and of the essential requirement they are under to handle it as such.

5. Any and all CONFIDENTIAL INFORMATION disclosed by any PARTY shall continue to be the exclusive property of said PARTY and shall be returned to its owner upon termination of THE AGREEMENT.
6. For the purpose of THE AGREEMENT, shall not be considered CONFIDENTIAL INFORMATION and shall therefore not be subject to the provisions governing its use, any information which:
  - (i) Has come into the public domain or has subsequently been disclosed on the market or printed in an official publication, unless the recipient PARTY is responsible for said disclosure or publication;
  - (ii) The recipient PARTY has obtained by any legitimate means prior to its disclosure by the disclosing PARTY;
  - (iii) Either PARTY has obtained from third parties, provided that the recipient PARTY can demonstrate through reasonably diligent investigation that it was not and could not have been aware of the confidential nature of the information disclosed directly or indirectly to the recipient third party by the other PARTY.
7. THE AGREEMENT shall enter into force on the date of its acceptance by XXXX and shall remain in force until the day of its termination. THE AGREEMENT shall cease to apply [] days after the day on which notice of its termination by either PARTY has been received by the other PARTY.
8. Termination of THE AGREEMENT shall not release THE PARTIES from any of their obligations under Provisions 1 through 6 above with respect to any CONFIDENTIAL INFORMATION they may have perused or heard up to and including the date of termination.
9. Upon termination of THE AGREEMENT, each PARTY undertake, upon request by the other PARTY, to return any and all CONFIDENTIAL INFORMATION in its possession. Should such a request be made, the recipient PARTY shall have discretionary authority to either:
  - (i) Surrender all CONFIDENTIAL INFORMATION, or

- (ii) Destroy all CONFIDENTIAL INFORMATION and substantiate such destruction by means of an appropriate certificate delivered by one of its senior executives.
10. While neither of THE PARTIES declares or guarantees in any way or form, whether direct or indirect, that any and all CONFIDENTIAL INFORMATION is rigorous and truthful, it is their mutual understanding that each of THE PARTIES shall exercise due diligence in developing and producing any such CONFIDENTIAL INFORMATION.
11. With respect to CONFIDENTIAL INFORMATION, under no circumstances shall the disclosing PARTY be construed as having licensed (whether explicitly or implicitly, voluntarily or involuntarily) the receiving PARTY to use any of the ownership or licensing rights attached to its trade secrets, brands, trademarks, patents as well as intellectual property in any form.
12. No alteration, limitation or termination of THE AGREEMENT or any of its provisions by either PARTY shall be enforceable against the other PARTY unless it is written and bears the signatures of duly appointed representatives of both PARTIES.
13. The present agreement shall be governed by the laws of the Kingdom of Spain and shall be interpreted in accordance with Spanish legislation. THE PARTIES agree that any dispute arising from execution of THE AGREEMENT shall be submitted to the courts and judges of [].

Thank you for signing this letter and sending me a copy as testimony that you have received the document and accept its terms.

Yours faithfully,

\_\_\_\_\_  
[COMPANY AND PARTNERS]

Received and authenticated in [] on [] [] 200[]

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[INVESTOR, PLC]