



oral confidentiality obligations under which the Receiving Party received the Confidential Information in question.

4. In consideration of the disclosure of the Confidential Information by the Disclosing Party, the Receiving Party agrees at all times:

- 4.1 to treat the Confidential Information in confidence and to use it only for the Purpose;
- 4.2 not to copy or write down any part of the Confidential Information except as is reasonably necessary for the Purpose;
- 4.3 to disclose the Confidential Information only to:
 - 4.3.1 such of its Representatives;
 - 4.3.2 third parties approved in writing for this purpose by the Disclosing Party who are directly concerned with the Purpose and whose receipt of the Confidential Information is reasonably considered to be necessary for the Purpose and who are subject to equivalent obligations in relation to confidentiality and use as the Receiving Party;
- 4.4 to procure that such recipients of the Confidential Information treat it with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information and, taking account of the sensitive nature of the Confidential Information to be disclosed by the parties to each other.

5. The Receiving Party shall have no obligation with respect to such of the Confidential Information or any part of it which:

- 5.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person to whom it discloses or makes such Confidential Information available; or
- 5.2 the Receiving Party can show:
 - 5.2.1 was in its possession or known to it, by being in its use or being recorded in its files, prior to receipt from the Disclosing Party, and the Receiving Party so informs the Disclosing Party in writing within 30 days of the receipt of such Confidential Information, and such Confidential Information was not acquired directly or indirectly by the Receiving Party from the Disclosing Party under an obligation of confidence; or
 - 5.2.2 to have been independently developed by the Receiving Party without recourse to the Confidential Information; or