

Non-Disclosure Agreement

This agreement is made on the **[date]**

Between: Analysys Mason Limited Sucursal en España
 C/José Abascal 57, 7D
 28003 Madrid, SPAIN
 with Spanish fiscal ID code ('CIF') C.I.F. W0066133J

and

[other party]

Referred to jointly as "the parties".

BACKGROUND

- A. The parties intend to enter into discussions relating to the Purpose which will involve the exchange of Confidential Information between them.
- B. The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

AGREED TERMS

1 DISCLOSURE

Analysys Mason and **[other party]** wish to exchange information with each other relating to the **update of the cost model for the calculation of the mobile call termination rate of ANACOM ("Purpose")**.

1.1 In this agreement:

1.1.1 **"Confidential Information"** means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available (whether before or after the date of this agreement) in any form or medium, directly or indirectly, by the Provider to the Recipient which shall include (but not be limited to) information on the Provider's business, products, services, research, inventions, technology, trade secrets, know how or customers.

1.1.2 **"Provider"** means a party to this agreement which discloses or makes available directly or indirectly Confidential Information.

1.1.3 **Recipient** means a party to this agreement which receives or obtains directly or indirectly Confidential Information.

1.2 In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:

1.2.1 keep the Confidential Information secret and confidential;

1.2.2 not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and

1.2.3 only make disclosure of the Confidential Information in accordance with paragraphs 1.4 and 1.5. Any other disclosure can only be made with the Provider's prior written consent.

- 1.3 Recipient agrees to hold Confidential Information received in confidence using measures no less secure than those used to protect its own materials, and Recipient agrees to share Confidential Information only with those within its organisation who have a need to know.
- 1.4 Each party may disclose the Confidential Information to any of its officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose, provided that it procures that each such person to whom the Confidential Information is disclosed complies with the obligations set out in this agreement as if they were the Recipient.
- 1.5 Each party may disclose the Confidential Information to the minimum extent required by:
 - 1.5.1 any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction;
 - 1.5.2 the rules of any listing authority or stock exchange on which its shares are listed; or
 - 1.5.3 the laws or regulations of any country to which its affairs are subject.

2 LIMITATIONS ON OBLIGATIONS

- 2.1 The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:
 - 2.1.1 that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this agreement; or
 - 2.1.2 was already lawfully known to the Recipient before it was disclosed by the Provider; or
 - 2.1.3 has been received by the Recipient from a third party source that is not connected with the Provider and that such source was not under any obligation of confidence in respect of that information.

3 TRANSFER OF RIGHTS

- 3.1 Nothing in this agreement grants the Receiving Party rights or licences with regard to the Disclosing Party's Confidential Information.

4 RETURN OF THE CONFIDENTIAL INFORMATION

- 4.1 If requested by the Provider at any time, the Recipient shall immediately destroy or return (at the Provider's option) to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable).
- 4.2 Analysys Mason reserves the right to hold secure off-line backup copies of all information covered by this agreement.

5 TERM AND TERMINATION

- 5.1 If either party decides not to continue to be involved in the Purpose with the other party, it shall notify that party immediately.
- 5.2 Notwithstanding the termination of discussions between the parties in relation to the Purpose pursuant to paragraph 5.1, the obligations of each party shall continue for a period of 2 (two) years from the termination of this agreement.

6 ACKNOWLEDGMENT AND INADEQUACY OF DAMAGES

- 6.1 Each party acknowledges and agrees that the Confidential Information may not be accurate or complete and it makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

6.2 Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement.

7 GOVERNING LAW AND JURISDICTION

7.1 **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

7.2 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

SIGNED

Name: **[insert name]**

For and on behalf of Analysys Mason

Date

SIGNED

Name: **[insert name]**

For and on behalf of **[other party]**

Date

