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MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made on 20....
BETWEEN

- (1) **[PARTY 1]** a company incorporated under the laws of [Ireland] with registered number [●], having its registered office at [●]; and
- (2) **[PARTY2]** a company incorporated under the laws of [Ireland] with registered number [●], having its registered office at [●].

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

The Parties intend to engage in discussions in relation to [●]¹ (the “**Transaction**”) and it is anticipated that the Parties may disclose Confidential Information to one another; therefore, the Parties enter this agreement in order to protect and ensure the confidentiality of Confidential Information in accordance with the terms of this Agreement.

NOW IT IS AGREED as follows, in consideration of the mutual undertakings and promises (and for other good and valuable consideration the receipt and sufficiency of which is acknowledged by each of the Parties):

1. Each Party (a “**Recipient**”) must keep all Confidential Information confidential, and must use the Confidential Information only for the purpose of evaluating and considering the Transaction (the “**Permitted Purpose**”).
2. A Recipient may disclose Confidential Information only to those of its employees, contractors and officers to whom, and the extent to which, such disclosure is necessary in order to permit the fulfilment by that Recipient of the Permitted Purpose and that Recipient shall procure that such persons are made aware of, and comply with the obligations of confidentiality in paragraph 1.
3. If a Recipient breaches or violates any of the provisions of this letter agreement, that Recipient agrees that damages can in no way compensate therefor and that injunctive relief is reasonable and essential to safeguard the legitimate interests of the other Party (the “**Discloser**”). Accordingly, the Parties hereby agree and declare that, (in addition to any other remedies afforded by a court of equity) injunctive relief may be obtained by the Discloser.
4. Each Recipient acknowledges and agrees that all right, title and interest in and to Confidential Information vests and shall remain vested in the Discloser of that Confidential Information.

¹ Describe the subject matter of the discussions/negotiations/evaluation/trial.

5. The Discloser reserves its right to withdraw its Confidential Information from a Recipient at any time. Accordingly, that Recipient will promptly redeliver to the Discloser, on demand at any time, all such Confidential Information in its possession or control, and will not retain any copies, extracts or other reproductions or derivatives of any such Confidential Information, and that Recipient will procure that all persons to whom it has disclosed any of the Confidential Information will promptly do likewise.
6. At the request of the Discloser, a Recipient shall destroy all documents, memoranda, notes and other writings whatsoever prepared by that Recipient based on, or arising from, or in connection with, the Confidential Information, and shall provide to the Discloser certification of that destruction, signed by a director of the Recipient, who shall supervise that destruction.
7. Nothing in this Agreement shall be construed so as:
 - (a) to grant a Recipient any licence or rights other than as expressly set out in this Agreement in respect of Confidential Information, nor
 - (b) to require the Discloser to disclose any of its Confidential Information to the Recipient.
8. No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.
9. For the purpose of this Agreement “**Confidential Information**” means in relation to the obligations of a Recipient under this Agreement any information relating to the business affairs and activities of the Discloser (however furnished or disclosed) that:
 - (a) is marked as confidential; or
 - (b) has been described as confidential by the Discloser to that Recipient (orally or in writing); or
 - (c) due to its character or nature, a reasonable person in a like position to the Recipient and under like circumstances would treat as confidential;but does not include information that:
 - (i) is at the time of disclosure already in the public domain; or
 - (ii) after disclosure enters the public other than by breach of this Agreement by the Recipient; or
 - (iii) was in the Recipient’s possession prior to receipt from the Discloser free from any obligation of confidentiality; or
 - (iv) is obtained by the Recipient from a third party free from any obligation of confidentiality for the benefit of the Discloser; or

- (v) the Recipient can demonstrate, was independently developed by the Recipient; or
 - (vi) is required to be disclosed pursuant to court order or regulatory authority but only to the extent of such disclosure requirement.
10. If a Recipient is required by law or by any order of any court or governmental or regulatory authority to disclose Confidential Information, it shall promptly notify the Discloser of receipt of notice of that requirement and, at the request and cost of the Discloser, will assist it in opposing any such disclosure.
 11. Each of the rights of a Party under this Agreement may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which it may have under this Agreement, law or otherwise; and may be waived only in writing and specifically. Delay by a Party in exercising, or the non-exercise by it of, any such right will not constitute a waiver of that right.
 12. If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
 13. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by, and shall be construed in accordance with, the laws of Ireland. Each of the parties irrevocably agrees that the courts of Ireland shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the non-exclusive jurisdiction of such courts.

IN WITNESS OF WHICH, this Agreement has been duly executed by the undersigned signatories on behalf of the Parties on the date first above written, and each signatory represents and warrants to the party (other than that which he or she represents) that he or she has the authority to sign on behalf of the party which he or she purports to bind.

SIGNED for and on behalf of
[PARTY 1]

SIGNED for and on behalf of
[PARTY 2]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____