

# CONFIDENTIALITY AGREEMENT

## BACKGROUND

- A. ABBA Group possesses a substantial amount of valuable Confidential Information for the purpose of providing services to you.
- B. ABBA Group agrees to make the Confidential Information available to you for the Permitted Purpose.
- C. It is a condition of providing you with the Confidential Information that you agree to the terms of confidentiality set out below.
- D. In this Agreement:
  - (a) “**Business**” means the business to which the Confidential Information relates.
  - (b) “**Confidential Information**” means any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement.
  - (c) “**Permitted Purpose**” means the due diligence carried out by you to assess the viability or desirability of acquiring or investing in the Business.

## OPERATIVE PART

I/We agree that ABBA Group is disclosing to me/us the Confidential Information on the following terms to which I/we agree to adhere:

- 1. I/We agrees to receive the Confidential Information for the Permitted Purpose.
- 2. I/We agree not to communicate in any form with suppliers, customers, or staff of the Business without written permission from ABBA Group.
- 3. I/We agree that any Confidential Information delivered to me/us:
  - (a) shall not be distributed, disclosed, or disseminated in any way or form to anyone except my/our own contractors and employees and professional advisers who have a reasonable need to know said Confidential Information for the Permitted Purpose; and
  - (b) shall be treated by me/us with the same degree of care to avoid disclosure to any third party as is reasonable in the circumstances and I/we shall be liable for disclosure of Confidential Information of ABBA Group only if such reasonable care is not used, the burden of proof for which shall be upon me/us;
  - (c) shall not without the express prior written permission of ABBA Group be used by me/us for any purpose except for the Permitted Purpose;
  - (d) shall remain the property of and be returned to ABBA Group (along with all copies thereof) within seven (7) days of receipt by me/us of a written request ABBA Group setting forth the Confidential Information to be returned.

4. I/We agree that the obligations of paragraph 3 shall not apply however to any information which:
  - (a) is already in the public domain or becomes available to the public through no breach of this Agreement by me/us;
  - (b) was in the possession of me/us prior to receipt from ABBA Group as proven by its written records;
  - (c) is received by me/us independently from a third party not legally precluded to disclose such information to me/us; or
  - (d) is subsequently independently developed by me/us as proven by its written records.
5. I/We agree that Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.
6. I/We agree that ABBA Group may modify, amend, or waive any term of this Agreement, by giving me/us reasonable notice of such modification, amendment or waiver.

BY CLICKING "**I AGREE**", I ACCEPT AND AGREE TO BE BOUND

BY THE PROVISIONS OF THE CONFIDENTIALITY AGREEMENT SET OUT ABOVE