**Confidentiality Agreement (Agreement)**

**Effective Date:** **insert date**

# PARTIES

**Carlsberg** **Marston's** **Limited** with registered address at Marston's House, Brewery Road, Wolverhampton, WV1 4JT and company number 12577732 (**Provider**) understands that **insert name of relevant partner** with registered address at insert address and company number insert company number (**Recipient**) (each, a **Party**) is interested in receiving Confidential Information (defined below) in connection with the sale/disposal by Provider of certain assets and properties vesting in or owned by Provider‘s subsidiary London Fields Brewery OPCO Limited (**Purpose**).

# DEFINED TERMS

## In this Agreement:

**Affiliate** means with respect to a Party, any other legal entity which is from time to time a subsidiary or holding company of that entity or a subsidiary or holding company of any such holding company and with respect to Provider, Affiliate shall include (without limitation) London Fields Brewery OPCO Limited with registered address at 365-366 Warburton Street, London E8 3RR and company number 10842272;

**Confidential Information** means:

1. any information or data of a sensitive and/or confidential nature (including any personal data within the meaning of any applicable law), in any form and via any medium, concerning Provider and any Affiliate, and their respective businesses (including employees, customers and suppliers) that is disclosed or made available directly or indirectly to Recipient, whether before or after the date of this Agreement and which is marked or classified as “Confidential” (or similar) or which would reasonably be considered to be confidential in the relevant circumstances;
2. notes, reviews, analyses, reports and any other information derived from any of the information described in this definition;
3. trade secrets (as defined in accordance with the Trade Secrets (Enforcement, etc.) Regulations 2018);
4. the fact that discussions and negotiations are taking place concerning the Purpose;

**Representatives** meansin respect of a Party, any officer, director, employee, consultant, agent or sub-contractor of such Party or any entity in its corporate group or any other party acting on their behalf.

# RECIPIENT’S OBLIGATIONS

## Recipient undertakes at all times:

### to keep secret and confidential the Confidential Information and not to, directly or indirectly, use, copy or disclose, or authorise or permit the use, copying or disclosure of the same or any part thereof except in accordance with this Agreement;

### to use the Confidential Information solely in connection with, and to the extent necessary for, the Purpose and not to use or exploit the Confidential Information in any other way whatsoever; and

### in connection with the Purpose, and if instructed by Provider, to communicate only with such of Provider’s Representatives as Provider may nominate in writing from time to time.

# PERMITTED DISCLOSURE

## Recipient may disclose the Confidential Information:

### only to those of its Representatives that need to know it for the Purpose and provided always Recipient ensures its Representatives are bound by confidentiality obligations equivalent to those set out in this Agreement; and

### to the minimum extent required by the laws or regulations of any country with jurisdiction over Recipient, an order of any court or ruling body of competent jurisdiction, or the rules of any applicable stock exchange. In such circumstances, Recipient shall, as soon as possible and to the extent legally permitted, furnish Provider with full details of the disclosure that will be or has been made and cooperate with any reasonable attempt by Provider to oppose or restrict the disclosure.

# LIMITS ON CONFIDENTIAL INFORMATION

## The confidentiality obligations in this Agreement shall not apply to any Confidential Information that Recipient can demonstrate, to the reasonable satisfaction of Provider, is:

### in the public domain other than as a result of a breach of this Agreement by Recipient or its Representatives;

### lawfully in Recipient’s possession and was made available to Recipient by an independent third party who was not bound by an obligation of confidentiality to Provider in relation to that information;

### already known to Recipient prior to receiving it pursuant to this Agreement, as evidenced by Recipient’s prior written records; or

### subsequently developed by or for Recipient independently of the Confidential Information received pursuant to this Agreement.

# ACKNOWLEDGEMENTS

## Recipient acknowledges and agrees that:

### it is responsible for any breach of this Agreement by its Representatives;

### it shall, immediately upon becoming aware of the same, give notice to Provider of any unauthorised disclosure, misuse, theft or other loss of Provider’s Confidential Information, whether inadvertent or otherwise;

### Provider may recover from Recipient any loss suffered by any of its Affiliates as a result of any breach of this Agreement by Recipient as if such loss had been suffered by Provider;

### damages alone would not be an adequate remedy for a breach of this Agreement by Recipient or its Representatives and Provider may seek, in any competent court, the remedies of injunction, specific performance or similar for any threatened or actual breach either on its own behalf or on behalf of any of its Affiliates;

### Provider makes no representation or warranty in relation to the accuracy or completeness of the Confidential Information which is provided “as is”;

### any intellectual property right whatsoever in or to (or arising in connection with) the Confidential Information is and remains the sole property of Provider and nothing in this Agreement gives Recipient any right, title or interest in or to such intellectual property right; and

### nothing in this Agreement places any obligation on Provider to disclose any information to the Recipient.

# DESTRUCTION OF CONFIDENTIAL INFORMATION

## Subject only to Clause 7.2, upon request from Provider, or upon expiry or termination of this Agreement, Recipient shall destroy and erase, to the extent possible, from its and its Representatives’ computers and devices, all Confidential Information (including all documents containing, reflecting or generated from any Confidential Information) then in its possession or control.

## Recipient may retain one copy of Provider’s Confidential Information only to the extent required to comply with applicable laws or enforce its rights under this Agreement.

# TERM

## Provider may disclose Confidential Information under this Agreement for one year from the Effective Date, after which this Agreement will automatically expire (subject always to Clause 8.2 and 8.3), unless extended by the mutual written agreement of the Parties.

## Subject to Clause 8.3, the confidentiality obligations in this Agreement shall expire five years after the expiry or termination of this Agreement but shall be superseded by the confidentiality obligations set out in any agreement between the Parties resulting from the Purpose.

## The confidentiality obligations in this Agreement will continue to apply to any Confidential Information for as long as it remains a trade secret under applicable laws.

## Without affecting any other right or remedy available to it, Provider may terminate this Agreement by giving written notice to Recipient with immediate effect if Recipient commits a material breach of this Agreement and fails to remedy that breach within a period of fourteen days after being notified in writing to do so.

# LAW AND JURISDICTION

## This Agreement and any disputes (contractual or non-contractual) which may arise out of or in connection with it shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of **Carlsberg Marston’s Limited**

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| A pair of glasses  Description automatically generated with medium confidence |  |
| Name: Thomas Buckland | Name: David Bodily |
| Title: Senior Legal Counsel | Title: Head of Properties & Facilities |
| Date: 21/02/2022 | Date: 21/02/2022 |

Signed for and on behalf of **insert name of relevant partner**

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| …………………………………………………… |
| Name:  |
| Title:  |
| Date: |

Ref: TB