

# **CONFIDENTIALITY AGREEMENT**

Waste Management  
Resources Limited (“WMR”)

AND

XXX Ltd

## CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") is made as of \_\_\_\_\_ (the "Effective Date").

WMR is in the business of providing management advice to, waste collection businesses and other similar organisations in order for them to optimise their company revenues.

xxx Ltd retain WMR for general business advice including all strategic business planning issues.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including all management data and other information which the disclosing party identifies in writing as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information").

2. Each party agrees:

(i) To hold the other party's Confidential Information in strict confidence,

(ii) Not to disclose such Confidential Information to any third parties, and

(iii) Not to use any Confidential Information for any purpose except for the Business Purpose. Each party may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Each party agrees to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party. The standard of care to be exercised by the receiving party to meet the obligations set forth in the section shall be the standard exercised by the receiving party with respect to its own proprietary information of a similar nature, but in no event less than reasonable due care.

3. Confidential Information will not include information which:

(i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;

(ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure;

(iii) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure;

(iv) is information rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure;

(v) is disclosed with the prior written consent of the disclosing party.

4. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information and all copies thereof.

5. Each party recognises and agrees that nothing contained in this agreement will be construed as granting any rights or licenses to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information except as specified in this Agreement.

6. Each party acknowledges that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors and/or other vendors) and that the unauthorised disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an

immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. The provisions of this Agreement shall be governed by and construed according to English law and the parties hereto propagate the exclusive jurisdiction of the English Courts.

8. This Agreement will remain in effect for 2 years from the date of the last disclosure of Confidential Information, at which time it will terminate.

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For and on behalf of  
Waste Management Resources Limited

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For and on behalf of  
XXX Limited

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Date