



INREV Non-Disclosure Agreement 2022

Disclaimer

The INREV NDA represents a starting point in establishing confidentiality between parties. It should be used in its full and complete form without amendment, except in circumstances noted below and when fully disclosed. INREV and its members do not take any responsibility for any use of this NDA.

INREV does not give legal advice. In the context of individual circumstances, there may be additional clauses related to specific situations or special transactions e.g., non-circumvention clause, on which parties would have to agree and which may lead to edits made to this NDA. In such cases clear differentiation should be made between the INREV NDA and the adapted NDA.

Please tick this box if you use the INREV NDA in its full format.

reasonably practicable thereafter shall destroy or return to the Investment Manager the Confidential Information held by it and the Representatives. The Recipient shall to the extent possible, delete all Confidential Information from any electronic system, except to the extent it needs to retain the Confidential Information in compliance with regulatory requirements applicable to it.

3. EXCLUSIONS

This agreement does not apply to Confidential Information which is:

- 3.1 in the public domain other than as a result of disclosure by the Recipient or the Representatives;
- 3.2 independently developed by the Recipient without the benefit of any Confidential Information of the Vehicle or the Investment Manager;
- 3.3 already known to the Recipient from sources that the Recipient reasonably believes are not subject to a confidentiality obligation;
- 3.4 approved in writing for use or disclosure by the Investment Manager;
- 3.5 required or requested to be disclosed by law or regulation.

4. BREACH

The Recipient agrees that any breach of its obligations under this agreement could cause irreparable harm to the Vehicle or the Investment Manager and damages may be an inadequate remedy. Therefore the Investment Manager may be entitled to

equitable relief including the remedies of injunction and specific performance.

5. NO RESPONSIBILITY

The Recipient shall be responsible for making its own decisions in relation to the Confidential Information and acknowledges that the Investment Manager does not make any representation relating to the accuracy and completeness of the Confidential Information. However, the Investment Manager confirms that the Confidential Information has been provided in good faith.

6. GENERAL

- 6.1 Nothing in this agreement shall commit either party to agree to enter into any further agreement or negotiations.
- 6.2 No failure or delay by either party in exercising any right or remedy shall operate as a waiver.
- 6.3 This agreement shall be construed and interpreted under the laws of [] and the parties consent to the non-exclusive jurisdiction of the [] Courts.
- 6.4 Without prejudice to antecedent breach or liability, this agreement shall remain in force for [*two years*] from the date of this agreement, or on the effective date of a definitive agreement being entered into.
- 6.5 This agreement may be executed in counterparts which together shall constitute one agreement.



Signed for and on behalf of the Investment
Manager

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Signature

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Name (in BLOCK CAPITALS)

Signed for and on behalf of the Recipient

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Signature

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Name (in BLOCK CAPITALS)

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