

2. Confidentiality obligations

- 2.1 Subject to clause 3, the Recipient must:
- (a) keep the Confidential Information confidential;
 - (b) not use or exploit the Confidential Information in any way except for the Permitted Purpose;
 - (c) not disclose or make available the Confidential Information in whole or in part to any third party;
 - (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
 - (e) ensure that any and all Authorised Third Party Recipients:
 - (i) comply with the obligations in this agreement as if each of them was a party to this agreement in the place of the Recipient; and
 - (ii) do not do, or omit to do, anything which, if done or omitted to be done by the Recipient, would constitute a breach of this agreement by the Recipient; and
 - (f) keep a list of all Authorised Third Party Recipients and provide that list to the Disclosing Party upon request.
- 2.2 The Recipient shall be responsible for, and liable to the Disclosing Party in respect of, the actions or omissions of any and all Authorised Third Party Recipients in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

3. Exceptions

- 3.1 The Recipient may disclose Confidential Information to other Receiving Entities who have an actual need to know the Confidential Information for the Permitted Purpose, provided that it informs those other Receiving Entities of the confidential nature of the Confidential Information before such disclosure.
- 3.2 Subject to clause 3.3, the obligations in clause 2 shall not apply to any Confidential Information which (as shown by appropriate documentation and the evidence in the Recipient's possession):
- (a) was already known to a Receiving Entity on a non-confidential basis prior to the time of its first disclosure by a Disclosing Entity or a Receiving Entity, unless it came to be so known as a direct or indirect result of having been:
 - (i) lawfully obtained by a Receiving Entity, whether from a third party or otherwise; or
 - (ii) received by a Receiving Entity from a third party that owed a confidentiality obligation to the Disclosing Party in respect of that information at the time of such receipt, in circumstances in which the Recipient knew, or ought reasonably to have known after due enquiry, that the third party owed that confidentiality obligation to the Disclosing Party;
 - (b) is or becomes generally available to the public, unless it became so generally available as a direct or indirect result of having been disclosed by any person:
 - (i) in circumstances that constitute a breach of this agreement by the Recipient (for the avoidance of doubt, including any breach by the Recipient of its obligations under clause 2.1(e) to ensure that its Authorised Third Party Recipients comply with the obligations in this agreement as if they were parties to this agreement in the place of the Recipient); or
 - (ii) that owed a confidentiality obligation to the Disclosing Party in respect of that information at the time of such disclosure, in circumstances in which the Recipient knew, or ought reasonably to have known after due enquiry, that the person owed that confidentiality obligation to the Disclosing Party;
 - (c) is, after the time of its first disclosure by any Disclosing Entity to any Receiving Entity, lawfully received by any Receiving Entity from a third party that is not a Disclosing Entity, and the Recipient reasonably believed, after due enquiry, that the information was not so received as a direct or indirect result of a breach by any person of a confidentiality obligation owed to the Disclosing Party;