

HEADS OF TERMS

This Agreement takes effect from **[insert the date this Agreement is made OR insert the date information was first shared]**, and is made between:

Vodafone Portugal – Comunicações Pessoais, SA incorporated in Portugal with company registration number 502544180 whose registered office is at Avenida D. João II, Lote 1.04.01, 8º Piso, Parque das Nações, 1998-017 Lisboa, Portugal (“**Vodafone**”); and **[insert name of company]** (incorporated in **[add country]** with company registration number **[add number]**) whose registered office is at **[address]** (a “**Company**”)

(each a “Party” and together, the “Parties”).

Definitions

Authorised Person Any director, officer, employee, adviser or agent of a Party or of any company within a Party’s Group.

Confidential Information All financial, business and technical or other data and all other confidential information (whether written, oral or in electronic form or on magnetic or other media) concerning the business of a Disclosing Party that a Receiving Party receives or accesses as a result of any discussions or dealings under this Agreement or learns during visits to a Disclosing Party’s premises but excluding any information in accordance with Clause 3.1.

Disclosing Party A Party and any Group company that discloses Confidential Information.

Group For **Vodafone**: any entity directly or indirectly controlled by Vodafone Group Plc or Vodacom Group Limited, where “control” means (a) the ownership of not less than 30% of the voting rights, (b) the ability to appoint or remove a majority of the board of directors (or equivalent body) or (c) the ability to exercise dominant influence over, or to direct the affairs of, an entity through an agreement or a provision in its articles of association or other constitutional document and any partner market listed on the investor relations page at www.vodafone.com;
For the **Company**: that Company and any company in which it owns (directly or indirectly) 50% or more of the issued share capital.

Purpose **[Insert an accurate description of why the information is being shared, for which project, etc]**

Receiving Party A Party and any Group company receiving Confidential Information.

1. Disclosure

All Confidential Information disclosed by a Disclosing Party to a Receiving Party for the Purpose shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party, which warrants that it has the right to disclose it but does not warrant its accuracy or completeness.

2. Obligations

Each Receiving Party shall use all Confidential Information solely for the Purpose and:

- 2.1. not disclose it, except to any Authorised Person where strictly necessary to fulfil the Purpose;
- 2.2. keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;
- 2.3. not make any copies, summaries or transcripts of it unless this is strictly necessary for the Purpose (all such copies, summaries or transcripts will be deemed to be Confidential Information);
- 2.4. not export it, or permit it to be exported, in breach of any relevant export regulations;
- 2.5. notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;
- 2.6. upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information; and
- 2.7. inform its Authorised Persons of the provisions of this Agreement and take all steps necessary to procure their compliance with them. All acts or omissions of a Party’s Authorised Persons and Group companies shall be treated as if they were the acts or omissions of the relevant Party itself.

3. Exceptions

- 3.1. Confidential Information shall not include any information that:
 - i. is generally and publicly available other than by breach of this Agreement;
 - ii. is lawfully in the possession of any Receiving Party before its disclosure under this Agreement;
 - iii. has been obtained from a third party who is free to disclose it; or

iv. is independently developed without access to any Confidential Information.

3.2. This Agreement does not prevent the disclosure of Confidential Information that a Party is required to disclose by law or to a regulatory authority, provided that any Receiving Party, prior to such disclosure:

- i. gives the Disclosing Party reasonable notice to allow the Disclosing Party a reasonable opportunity to seek a protective order or similar; or
- ii. uses reasonable endeavours to obtain written assurance from the applicable judicial or regulatory authority that it will afford the Confidential Information a reasonable level of protection.

4. Rights

- 4.1. No Party shall use another Party’s name or marks in any campaign or other public disclosure without that Party’s prior written consent.
- 4.2. No intellectual property rights in the Confidential Information are granted to any Receiving Party. A Receiving Party will not (and will ensure that an Authorised Person does not) apply or register any intellectual property right for any part of the Confidential Information.
- 4.3. No Party will assign, novate, sub-contract or otherwise transfer its rights or obligations under this Agreement without the prior written consent of each other Party.

5. General Terms

- 5.1. Any Party may terminate this Agreement at any time on 30 days’ written notice to each other Party. The obligations contained in this Agreement shall apply to all Confidential Information for 3 years from the date of disclosure.
- 5.2. This Agreement constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all previous agreements between the Parties relating to the Purpose to the extent of any conflict.
- 5.3. This Agreement shall be governed in accordance with the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 5.4. This Agreement is made solely between and for the benefit of the Parties and each company within the Parties’ Groups whose Confidential Information is disclosed. Save as set out in the foregoing, this Agreement is not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The Parties may terminate or amend this Agreement without the consent of those Group companies that are given the right of enforcement under this Agreement.

Signed by

for and on behalf of **Vodafone**

Name:

Job Title:

Date:

Signed by

for and on behalf of **Vodafone**

Name:

Job Title:

Date:

Signed by

for and on behalf of **[insert full name of Company entity]**

Name:

Job Title:

Date:

