



**CONFIDENTIAL INFORMATION POLICY
FOR ALL CONSULTANTS AND CONTRACTORS
PROVIDING SERVICES TO OR BEHALF OF
ARADEL HOLDINGS**

A. Introduction

1. Confidential Information belonging to NDEP is vital to our Company's success and every contractor or consultant or any person to whom such confidential information is disclosed, has a responsibility to use it appropriately, protect its confidentiality and disclose it only if and to the extent authorised to do so.
2. The Recipient must also respect the confidentiality of information belonging to others (including competitors, customers, suppliers, and partners) and not seek, accept, or use any Confidential Information that he knows or suspects he is not authorised to have.
3. Whenever 3rd Party Confidential Information is made available to NDEP, all its staff, contractors and consultants are obliged by this policy to treat such confidential information in accordance with the same standards and subject to obligations as to duty of care applied to NDEP confidential information, bearing in mind the consequences for breach of the terms of this confidentiality policy. Everyone that becomes subject to the obligations of this policy shall accord all 3rd Party Confidential Information, the same level of respect that NDEP gives its own Confidential Information and must additionally adhere to any restrictions or conditions upon its use that they require.
4. Contractors and Consultants must note that inappropriate use of and unauthorised disclosure of Confidential Information can cause serious harm to NDEP and others, damage important relationships, the consequences of which may include but shall not be limited to termination of contractual relationship with the defaulting contractor or consultant and one or more of a variety of action for compensation and/or restitution to remedy commercial and reputational harm.
5. This Confidential Information Policy ("Policy") is binding, and compliance shall be mandatory upon all consultants, contractors or their agents or representatives as defined in the definition section of this policy and for the avoidance of doubt shall include, subsidiaries and affiliates as defined below.
6. This Policy sets the minimum standard that must be followed. Where local laws, regulations, rules, or best practice impose a higher standard, that higher standard must be followed.

B. Definitions of Terms

- i. **"Affiliate" or "Affiliated Company"** shall mean any company or legal entity which:
 - (a) controls either directly or indirectly a Party or
 - (b) is controlled directly or indirectly by such Party, or
 - (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party.
- ii. **"Control"** means ownership by one company or entity of more than fifty percent (50%) of the issued voting stock of a company entitled to vote or ownership of equivalent rights to determine the decisions of such company or other entity.
- iii. **"Confidential Information"** shall mean any and all data, reports, records, correspondence, notes, compilations, studies and other information disclosed directly or indirectly by one Party or any of its Representatives to the other Party or any of its Representatives by reason of discussions held pursuant to this Agreement, on or after the date of this Agreement, relating to or in any way connected with the Area or the Project, with either Party or any of their business activities actual or proposed, whether such information is disclosed orally, in writing, in machine readable form or by any other means, and regardless of whether such information is identified as confidential, and includes, without limitation, any information ascertainable by inspection by one Party or its Representatives;
- iv. **"Discloser"** means NDEP in relation to the Confidential Information disclosed by NDEP or its subsidiaries, affiliates or any of its Representatives or the Representatives of such affiliates and subsidiaries to the Recipient.
- v. **"Recipient"** means any contractor or consultant (including their agents, and/or representatives) who receive any confidential information from NDEP, upon execution this confidentiality policy document.
- vi. **"Representatives"** shall mean directors, officers, employees, agents, consultants, advisors, and members of the boards of either the recipient as well as of their affiliates or subsidiaries.

C. CONFIDENTIALITY INFORMATION: DISCLOSURE & RECIPIENTS OBLIGATIONS

- i. All confidential information disclosed by NDEP to the Recipient or their affiliated companies shall be disclosed on a non-exclusive basis.
- ii. The Recipient agrees and undertakes that the Confidential Information which it receives or becomes exposed to by reason of discussions under this Agreement shall:
 - (a) be kept strictly confidential and shall not be sold, traded, published, or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronically, without NDEP's prior written consent, except as expressly provided in this Policy.
 - (b) The granting of such consent shall, unless expressly otherwise provided for in this Agreement, be at the sole discretion of NDEP.
 - (c) The Recipient however acknowledges that NDEP may require consent from third parties in order to disclose certain Confidential Information and that such information shall not be disclosed until such consent is received.
 - (d) The Recipient agrees that in the handling and storage of the Confidential Information, it will employ controls, protections and safeguards at least as stringent as the Recipient would employ in the handling and storage of its own confidential proprietary data and information.
 - (e) Provided however that employment of the foregoing handling and storage measures by a Party shall not absolve such Party from any liability whatsoever arising from a breach of the confidentiality provisions of this Policy
 - (f) Be used solely for the purposes of the service to be provided by the contractor/consultant to or on behalf of NDEP.
- iii. The Recipient shall be liable for, and hereby indemnifies and holds harmless NDEP for, any loss suffered, or damage incurred of whatsoever nature (including all reasonable legal fees, costs, and expenses) as a direct result of any unauthorised disclosure of the Confidential Information where such disclosure is proved to be directly attributable to the failure or negligence of the Recipient to take all reasonable steps to prevent disclosure of the Confidential Information.

D. RECIPIENT RIGHTS RE-CONFIDENTIAL INFORMATION

- i. The Contractor shall be entitled to disclose the Confidential Information received hereunder without NDEP's prior written consent to its employees, officers, and directors (and/or to the employees, officers and directors of its Affiliates) to the extent that they have a clear and legitimate need to know for the purposes fulfilling contractual obligations only.
- ii. PROVIDED that such employees, officers, and directors are advised of the confidential nature of such Confidential Information and the terms of this Policy.
- iii. The Recipient shall be responsible to NDEP for the compliance of its employees, officers, and directors (and/or the employees, officers, and directors of its affiliates) with the terms of this policy as though such person(s) is the Recipient.
- iv. The Recipient may disclose the Confidential Information it receives from NDEP, without prior written consent, to the extent that such Confidential Information:
 - a. Is already in the possession of the public or becomes available to the public other than through the act or omission of the Recipient or its Representatives in breach of this policy;
 - b. Is already in its possession at the time of disclosure hereunder as evidenced by written records at that time and was not acquired by the Recipient under an obligation of confidence; or
 - c. Is acquired independently from a third party (other than one disclosing on behalf of NDEP) that represents to the Recipient that it has the right to disseminate such Confidential Information at the time it is acquired by the Recipient;
 - d. Is required or requested to be disclosed under applicable law, stock exchange regulations or by a governmental order, decree, regulation, or rule.
 - e. In the event that the Recipient or its Representatives is or are required or requested by any court or legislative or administrative body including any recognized stock exchange or regulatory authority to disclose any Confidential Information, they shall, to the extent permissible by law, promptly and prior to such disclosure notify NDEP so that an appropriate protective order and/or other action can be sought, and/or other action can be taken if possible.

- f. In the event that such protective order is not, or cannot be, obtained, the Recipient shall, subject to the disclosure requirement or request, disclose to the appropriate body that portion of the Confidential Information which such Recipient is legally required to disclose and, shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information.
- g. The Recipient, subject to the disclosure requirement or request shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Recipient or any of its Representatives that was not permitted by this Agreement.

E. NO COMMITMENTS OR WARRANTIES

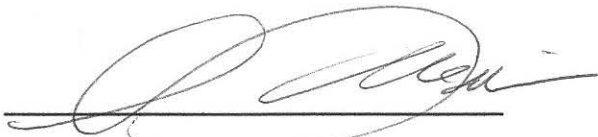
- I. NDEP hereby represents and warrants that it has the right and authority to disclose the Confidential Information.
- II. NDEP however, makes no representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information supplied and expressly disclaims any such liability whether in negligence or otherwise except where either fraud or wilful misconduct on the part of the discloser can be established.

F. RETURN OF THE CONFIDENTIAL INFORMATION

- I. The Recipient acknowledges that:
 - (a) It has no proprietary interest in the Confidential Information provided by NDEP,
 - (b) Such Confidential Information is a valuable copyright and trade secret of NDEP
 - (c) Title to and ownership rights in such Confidential Information shall at all times remain the property of the discloser.
- II. The Discloser may demand the return of Confidential Information at any time upon giving written notice to the Recipient.

III. The Recipient agrees that, upon written request by NDEP, it shall within thirty (30) days of receipt of such request:

- (a) Return or, at the option of the Discloser, destroy all Confidential Information (in whatever form, including, without limitation, Confidential Information contained on computer disks or other electronic media) in its possession and in the possession of persons to whom it has disclosed such Confidential Information pursuant to this policy, together with any copies or extracts thereof.
- (b) Destroy or cause to be destroyed, all analyses, compilations, studies, or other documents which have been prepared by the Recipient or its Representatives and which reflect or are based upon any Confidential Information,
- (c) The obligation to return or destroy such Confidential Information shall not apply to information incorporated into corporate documents or reports which the Recipient is required to retain either by its internal procedures or by law, in which case the Recipient will take appropriate measures to preserve its continuing confidentiality.
- (d) For the avoidance of doubt, failure to request the return or destruction of Confidential Information will not relieve the Recipient of any of its obligations under this Policy.



CHAIRMAN

03-03-21

DATE