

CAMBRIDGE WATER PLC

Water Act 2003 – Water Supply Licensing

Confidentiality Agreement

This Agreement is entered into by Cambridge Water plc (“the Company”) and [●] (“the Applicant”) pursuant to a proposed application by the Applicant to the Company for access to the Company’s water supply and distribution system (“the Access Proposal”)

In consideration of the reciprocal agreements and undertakings herein contained, the Company and the Applicant each hereby agree and undertake to the other of them:

- 1 On receipt of any information from the other which is received in any way in connection with the Access Proposal and is marked as confidential information (“Confidential Information”), to use the same solely in connection with the Access Proposal and for no other purpose and keep the same confidential and not disclose the whole or any part thereof to any party without the prior consent in writing of the party from whom it is received Provided that the receiving party shall not be prevented by this Agreement from disclosing the Confidential Information, on the same terms of confidentiality herein contained, to:
 - 1.1 any of its professional advisers and consultants who it is consulting in relation to the Access Proposal;
 - 1.2 to any members of its staff who are involved in the Access Proposal;
 - 1.3 to any contractors or other third parties who the disclosing party intends to involve in the Access Proposal; and
 - 1.4 to any regulatory authority which has responsibility for any part of the subject matter of the Access Proposal

and the receiving party shall also not be prevented from disclosing the Confidential Information if and to the extent that it is properly required to do so by any such regulatory

authority or by any Court, judicial or arbitration tribunal or body or in order to comply with any statutory or regulatory requirement.

- 2 Not to copy or otherwise re-produce the Confidential Information other than is required for any permitted use thereof.
- 3 Not to incorporate the Confidential Information into any information not belonging to the disclosing party so as to prejudice its confidential nature in any way.
- 4 In the event that the Access Proposal shall not proceed for any reason, to return the Confidential Information to the disclosing party forthwith together with all copies thereof in whatever form the same has been supplied or held.
- 5 To continue to observe the agreements and undertakings contained herein at all times hereafter unless and until any Confidential Information to which they apply enters the public domain other than in consequence of any breach of any such agreements and undertakings.

DATED this day of 2006

Signed by:

duly authorised for and on behalf of

Cambridge Water plc

Signed by:

duly authorised for and on behalf of

[the Applicant]