

**Aurora Private Equity Limited**  
PO Box 11958  
Westhill  
ABERDEEN AB32 9AA  
email: info@auroraequity.co.uk



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## CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT is between:**

- (1) Aurora Private Equity Limited, a company incorporated under the Companies Acts, Company Number SC246318, and having its Registered Office at 34 Albyn Place, Aberdeen (hereinafter referred to as the "Disclosing Party"); and
- (2) [Full name] .....residing at

Address: .....

..... Postcode: .....

(hereinafter referred to as the "Receiving Party"). The persons named above may also be referred to herein individually as "Party" or collectively as "Parties".

**RECITALS:**

- (A) The Disclosing Party administers a syndicate of private investors and the Receiving Party is a member of that syndicate.
- (B) The Disclosing Party has received and will receive information on a confidential basis in connection with possible investment opportunities for the syndicate. The Disclosing Party is permitted to disclose such information to members of the syndicate subject to ensuring that the members maintain the confidentiality of the information. Under that permission the Disclosing Party may disclose Confidential Information to the Receiving Party.
- (C) The Parties have agreed to enter into this Agreement in relation to that disclosure to enable the Disclosing Party to ensure that it complies with its obligation referred to in Recital (B) to maintain the confidentiality of information.

**OPERATIVE PROVISIONS:**

- 1. In this Agreement, the following words and expressions shall have the meanings set opposite below:
  - “Confidential Information” means information relating to possible investment opportunities for the Syndicate disclosed by the Disclosing Party to the Receiving Party;
  - “Member” means a member of the Syndicate for the time being;
  - “Syndicate” means the syndicate of private investors administered by the Disclosing Party.
- 2. In consideration of the disclosure made or to be made by the Disclosing Party to the Receiving Party referred to in Recital (B) above, the Receiving Party agrees that the Confidential Information shall 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 electronic media, without the Disclosing Party's prior written consent, except as provided in this Agreement.

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3. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information:
    - (a) is already known to the Receiving Party as at the date of disclosure hereunder;
    - (b) is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party or any other member to whom it is disclosed;
    - (c) is required to be disclosed by the Receiving Party under any applicable law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall make all reasonable efforts to give prompt written notice to the Disclosing Party prior to such disclosure);
    - (d) is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party; or
    - (e) is developed by the Receiving Party independently of the Confidential Information received from the Disclosing Party.
  4. The Receiving Party shall only use the Confidential Information disclosed under this Agreement to evaluate the possibility of making an investment in the company to which the Confidential Information relates as a member of the Syndicate.
  5. The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within fourteen (14) days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions (in whatever form, including but not limited to, electronic media) in its possession and shall upon request from the Disclosing Party provide written confirmation to the Disclosing Party of such destruction.
  6. No amendments, changes or modifications to this Agreement shall be valid except and if the same are in writing and signed by each of the Parties or their duly authorised representatives.
  7. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto relating to the Confidential Information, whether written or oral, expressed or implied.
  8. Neither Party may assign this Agreement without the prior written consent of the other. Without limiting the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assignees.
  9. The construction, validity and performance of this agreement shall be governed by the laws of Scotland and the Parties submit to the non-exclusive jurisdiction of the Scottish Courts:

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## **Aurora Private Equity Limited**

Aurora Private Equity Limited is a company limited by guarantee and registered in Scotland (Company No.SC334590) with registered offices at 34 Albyn Place, Aberdeen AB10 1FW.

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IN WITNESS WHEREOF these presents consisting of this and the previous two pages are executed as follows:

They are signed on behalf of the Disclosing Party by ....., Director of Aurora Private Equity Limited, at ..... on the ..... day of ..... 20..... by

.....  
Director, Aurora Private Equity Limited

before the following witness:-

..... Witness signature  
..... Witness Full name  
..... Witness Address  
.....  
.....  
..... Witness Occupation

They are signed on behalf of the Receiving Party at ..... on the ..... day of ..... 20.....by

.....  
Receiving Party

before the following witness:-

..... Witness signature  
..... Witness Full name  
..... Witness Address  
.....  
.....  
..... Witness Occupation