

## **Confidentiality**

- 1.1 ) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party , except as permitted by clause 1.2.
- 1.2 ) Each party may disclose the other party's confidential information: to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 1; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 1.3 ) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

## **Warranty**

2 ) Each party warrants that it has full capacity and authority to enter into and perform this agreement.

## **No partnership or Agency**

- 3.1 ) Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 3.2 ) Each party confirms it is acting on its own behalf and not for the benefit of any other person.