DATED 2024

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BROOKFIELD AVIATION FINANCE LIMITED

and

**[CLIENT NAME]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MUTUAL CONFIDENTIALITY**

**AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This agreement is dated 2024

**PARTIES**

1. **BROOKFIELD AVIATION FINANCE LIMITED**, incorporated and registered in England and Wales (company number 09751241), whose registered office is at 122a High Street, Epsom, Surrey, United Kingdom, KT19 8BJ (“**BAI**”); and
2. **[CLIENT NAME]**,incorporated and registered in [country of incorporation] (company number xxxxxx) whose registered office is [insert address] (“**Client**”).

**BACKGROUND**

**(A)**   The parties intend to enter into discussions relating to the Purpose which will involve the exchange of Confidential Information between them.

**(B)**   The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

**AGREED TERMS**

**1.**   **INTERPRETATION**

**1.1**   **Definitions:**

**Confidential Information:** has the meaning given inClause 2.

**Discloser:** a party to this agreement when it discloses its Confidential Information, directly or indirectly, to another party.

**Group:** in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

**Group Company:** in relation to a company, any member of its Group.

**holding company:** has the meaning given in Clause 1.2(d).

**Prospective Transaction:** a business or asset sale, share sale, merger, acquisition, capital raising, finance agreement or similar transaction within the contemplation of the Client.

**Purpose:** the purpose of evaluating the proposed provision by BAI to the Client of agency and introduction services in connection with the Client’s Prospective Transaction.

**Recipient:** a party to this agreement when it receives Confidential Information, directly or indirectly, from another party.

**Representative(s):** in relation to each party and any member of its Group:

1. its officers and employees that need to know the Confidential Information for the Purpose;
2. its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with the Purpose;
3. its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with the Purpose; and
4. any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

**Subsidiary:** has the meaning give inClause 1.2(d).

**1.2**   **Interpretation**.

**(a)**   A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

**(b)**   where there is a reference to a **holding company** or a **subsidiary** in this agreement, a company is a “subsidiary” of another company, its “holding company”, if that other company—

1. holds a majority of the voting rights in it, or
2. is a member of it and has the right to appoint or remove a majority of its board of directors, or
3. is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it,

or if it is a subsidiary of a company that is itself a subsidiary of that other company,

and a company shall be treated, for the purposes only of the membership requirement contained in subclauses (ii) and (iii) above, , as a member of another company even if its shares in that other company are registered in the name of:

(i)   another person (or its nominee) by way of security or in connection with the taking of security; or

  (ii)   its nominee.

**(c)**   Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

**2.**   **CONFIDENTIAL INFORMATION**

**2.1**   **Confidential Information** means all confidential information relating to the Purpose which the Discloser or its Representatives or any of its Group Companies, or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or any of its Group Companies, or their Representatives, before, on or after the date of this agreement. This includes:

**(a)**   the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

**(b)**   the terms of this agreement;

**(c)**   all confidential or proprietary information relating to:

**(i)**   the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of any of the Discloser’s Group Companies; and

**(ii)**   the operations, processes, product information, know-how, technical information, designs or trade secrets of the Discloser, or of any of the Discloser’s Group Companies;

**(d)**   any information, findings, data or analysis derived from Confidential Information; and

**(e)**   any other information that is identified as being of a confidential or proprietary nature

but excludes any information referred to in Clause 2.2.

**2.2**   Information is not Confidential Information if:

**(a)**   it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient’s Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

**(b)**   it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;

**(c)**   it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient’s knowledge, is not under any confidentiality obligation in respect of that information; or

**(d)**   it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser.

**3.**   **CONFIDENTIALITY OBLIGATIONS**

**3.1**   In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

**(a)**   keep the Confidential Information secret and confidential;

**(b)**   not use or exploit the Confidential Information in any way except for the Purpose; and

**(c)**   not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement.

**3.2**   The Recipient shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use.

**4.**   **PERMITTED DISCLOSURE**

**4.1**   **Disclosure to Representatives.**

**(a)**   The Recipient may disclose the Confidential Information to its Representatives, any of its Group Companies, or their Representatives on the basis that it:

**(i)**   informs those Representatives, Group Companies or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and

**(ii)**   procures that those Representatives, Group Companies or their Representatives comply with the confidentiality obligations in Clause 3.1 as if they were the Recipient.

**(b)**   The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group Companies or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

**5.**   **MANDATORY DISCLOSURE**

**5.1**   Subject to the provisions of thisClause 5, a party may disclose Confidential Information to the minimum extent required by:

**(a)**   an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;

**(b)**   the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or

**(c)**   the laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.

**5.2**   Before a party discloses any Confidential Information pursuant to Clause 5.1 it shall, to the extent permitted by law, use all reasonable endeavours to give another party as much notice of this disclosure as possible.

**6.**   **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

**6.1**   If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

**(a)**   destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser’s Confidential Information;

**(b)**   erase all the Discloser’s Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and

**(c)**   certify in writing to the Discloser that it has complied with the requirements of thisClause 6.1.

**6.2**   Nothing in Clause 6.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser’s Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to thisClause 6.2.

**7.**   **INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by another party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement.

**8.**   **ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS**

**8.1**   If a party decides not to continue to be involved in the Purpose with another party, it shall notify that other party in writing immediately.

**8.2**   Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant toClause 8.1, each party’s obligations under this agreement shall continue in full force and effect for a period of two years from the date of this agreement.

**8.3**   The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which a party is entitled.

**9.**   **GENERAL**

**9.1**   **Assignment and other dealings.** No party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

**9.2**   **Entire agreement**

**(a)**   This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**(b)**   Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**9.3**   **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**9.4**   **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**9.5**  **Third party rights.** Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**9.6**   **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**9.7**   **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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| Signed by for and on behalf of **BROOKFIELD AVIATION FINANCE LIMITED** |  | ....................  Director |
| Signed by for and on behalf of [**CLIENT NAME**] |  | ....................  Director |