**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BETWEEN**

(1) THE FINANCIAL CONDUCT AUTHORITY (a company registered in England with Company Number 1920623) whose registered office is at 12 Endeavour Square, London, E20 1JN and includes any successors and assignees (“FCA”); and

***Use either***

(2) Name of company receiving information to be inserted by applicant a company with Legal Entity Identifier (where available) LEI to be inserted by applicant incorporated in England and Wales under Company Number Company registration details e.g. number of reference and whose registered office is at Registered address to be inserted by applicant (the “Receiving Party”).

***Or for Companies not registered in England and Wales***

(2) Name of company receiving information to be inserted by applicant a company with Legal Entity Identifier (where available) LEI to be inserted by applicant incorporated in Country (other than England and Wales) to be inserted by applicant under company registration details Company registration details e.g. number of reference for the country above whose registered office is at Registered address to be inserted by applicant (the “Receiving Party”).

**BACKGROUND**

(A) The FCA intends to disclose information regarding the Market Data Processor Market Interface Specification following signature of this agreement and when future releases are publicly available (the Confidential Information) to the Receiving Party only for the purpose of establishing a technical interface in conformance with the Market Data Processor Market Interface Specification(the “Purpose”).

**CONFIDENTIALITY REQUIREMENTS**

1. In consideration of the FCA agreeing to allow disclosure of Confidential Information to the Receiving Party, the Receiving Party agrees:
	1. not to use or copy the Confidential Information other than as strictly required for the Purpose, without first obtaining the written permission of the FCA; and
	2. not to disclose the Confidential Information to any third party (except that the Receiving Party may disclose the Confidential Information to its employees and agents who need access to the Confidential Information strictly in connection with the Purpose and provided that such employees and agents are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement).
2. Nothing in this Agreement shall prevent the Receiving Party from using or disclosing information:
	1. which the Receiving Party can demonstrate by written records was known to it before the date of disclosure hereunder; or
	2. which is public knowledge, or becomes public knowledge in the future, other than by breach of this Agreement by the Receiving Party, Receiving Party’s employees or agents to whom the Confidential Information was disclosed in accordance with this Agreement; or
	3. which is lawfully disclosed to the Receiving Party by a third party who does not owe any duty of confidence to the FCA or to any third party in respect of such information; or
	4. which is independently developed by the Receiving Party without use of the Confidential Information; or
	5. to the extent required by law to be released, provided that the FCA is given written notice as soon as possible of such request.
3. It is further agreed that the disclosure of the Confidential Information to the Receiving Party shall not constitute any grant, option or license to use the Confidential Information in any way other than strictly as required for the Purpose.
4. Upon termination of this Agreement or at any other time on the written request of the FCA, the Receiving Party will immediately return to the FCA (or, at the FCA’s option, destroy) the Confidential Information and any copies of it made by or in the possession of or under the control of the Receiving Party and will make no further use or disclosure of any of the Confidential Information.
5. The Receiving Party acknowledges that damages alone may not be an adequate remedy for breach of this Agreement and that, accordingly, the FCA shall be entitled to seek the remedies of injunction, specific performance and other equitable relief which may be appropriate for any threatened or actual breach by the Receiving Party of the terms of this Agreement.
6. The Receiving Party acknowledges and confirms that this Agreement shall not place the FCA under any obligation to enter into any further agreement(s) with the Receiving Party.
7. The FCA gives no assurance about the accuracy, completeness or adequacy of the Confidential Information and the Receiving Party will rely exclusively on the results of its own investigations carried out following the supply of the Confidential Information under this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act. Where the Receiving Party identifies any potential errors, omission or defect in the Confidential Information provided to the Receiving Party, the Receiving Party will report such findings to the FCA at: MDP.technicalOnboarding@Soprasteria.com
8. The obligations of the Receiving Party under the terms of this Agreement shall remain in effect indefinitely from the date hereof.
9. The failure or delay of either party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude its future exercise or enforcement. No single or partial exercise of any such right shall preclude any further exercise of such right.
10. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it.
11. 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 shall not affect the validity and enforceability of the rest of this Agreement.
12. This Agreement shall be interpreted and enforced in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

In Witness whereof this Agreement has been executed by the duly authorised officers of the parties hereto the day and year first above written.

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| THE FINANCIAL CONDUCT AUTHORITY | Company name of the receiving party |
| by | by |
| (Signature) | (Signature) |
| Name:  | Name:        |
| (Capitals) | (Capitals) |
| Title:  | Title:        |