[Print on Co

- <<Name>>
- <<Title>>
- <<Company Name>>
- <<Company Address>>
- <<Company Address>>
- <<Postcode>>
- <<Date>>

Dear Sirs,

This letter is designed to protect the potential acquisition of <<Name of which certain Confidential Informa <<Name of Offeror>> ("the Offero carry out an evaluation with a view negotiations are to take place."

In this letter "Confidential Informat studies, analyses, materials and d professional advisers) in relation to information regarding any negotial have taken please or are taking pl any offers which have been made

"Confidential Information" does no

- (i) which is available either party or the
- (ii) which was in the to the receipt her
- (iii) which is hereafted entitled to impart
- The Offeror hereby underta without the Company's price fact that Confidential Inform of the Business is under contained have the right to disclose a

ert Address]

egotiations with a view to the ess"). It records the terms on ess will be made available to > ("the Company") to enable it to siness and the terms on which any

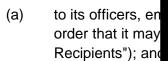
on contained in all written reports, npany to the Offeror (or its ntial Information" also includes , the fact that any negotiations ial acquisition of the Business and

es so available through no fault of (as defined at paragraph 1);

or or its Authorised Recipient prior

e Offeror by any third party

y person, firm or corporation the Confidential Information or the by the Company or that the sale tit is agreed that the Offeror shall dential Information:-



- (b) to the extent req other regulatory
- 2. The Offeror agrees not for the purposes of the a acquisition of the Busine
- The Offeror agrees to re to be interested in the a written demand.
- The Company undertak
 Offeror in good faith but
 or completeness of such
- 5. The Company undertak without the prior written fact that it is aware that is agreed that the Comp Confidential Information
 - (a) to its employers,
 - (b) to the extent req other regulation
- The Offeror agrees to e Information are bound b above.
- For << Number of years: not endeavour to entice person who is employed
- 8. For <<Number of month entice the custom of an substantial client or cust

visers who have a need to know in n of the Titles ("Authorised

tion of the Stock Exchange or any

formation or any part of it except ion and of the

dential Information should it cease sor at any time on the Company's

ne Confidential Information to the n or warranty as to the accuracy

person, firm or corporation

ny Confidential Information or the

is under consideration, provided it

to disclose all or any part of the

isors

tion of the Stock Exchange or any

Recipients of the Confidential ure obligations to those set out

this agreement the Offeror shall or employ or offer to employ any the Company.

te of this agreement solicit or at << >> month period a



9. This agreement is gove

Yours faithfully,

For and on behalf of <<Company

We confirm our acceptance of the

For and on behalf of <<Name of C

and the terms contained therein.