[Print on Co

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

Dear Sirs

We understand that you wish to "Company") [and of its subsidial nature of transaction>> (the "Femployees, other potential synd financial and professional advisers as the "Recipients"), will need a "Confidential Information") [includial

- In consideration of our a Information to you and a undertake and agree as fol
 - a) to hold the Confider
 it to be made ava
 Recipients), without
 - b) only to use the Co that on being notif Purpose have lapse separate proposals regard to the Confid
 - c) to ensure that each made by you is fully that, in the case of gives an undertakin this letter:
 - d) upon written demar any copies of it or t regulation, it has be notes or other mate behalf which incorp provided that the Se
 - e) to keep confidential Recipients) the fact negotiations are tal with the proposed sought for the Com

ert Address]

s of <<name of company>> (the up") [in connection with <<insert d that you, your directors and r providers of finance and your ted Purpose, (together referred to ation relating to the Group (the

so supplying, the Confidential iscussions with you, you hereby

ence and not to disclose or permit rm or company (except to other ht;

the Permitted Purpose [provided posals concerning the Permitted ne Company [or its advisers] with that in so doing you may have ed];

sure of Confidential Information is our obligation under this letter and ate members, each such person dential Information, in the terms of

n the Confidential Information and g that, save as required by law or I not be required to return reports, ther Recipients or on your or their mation ("Secondary Information") ept confidential;

erson, firm or company (other than o the Group or that discussions or n place between us in connection ntial investors/acquirers are being

- f) that no person giv accuracy or othe subsequently be ag
- Nothing in paragraph 1(a Confidential Information:
 - a) which at the time of
 - b) which after disclosi your failure, or failu terms of this letter;
 - c) which is disclosed to on a non-confidential
 - d) which was lawfully i
 - e) which is subsequen confidentiality (and, enquire whether the
 - f) which you or any R or any regulatory or
- In consideration of the un agree:
 - a) to disclose Confide
 - b) to keep confidentia than persons with professional advise discussions or nego (and
 - c) that we will not p negotiations or have which relate to the we recognise that may incur substant negotiation).
- 4. a) This letter shall be (
 [and the parties in Courts of England arising out of or in o
 - b) The obligations in the

We shall be obliged if you will co signing and returning the attached

Yours faithfully,

For and on behalf of << Company

kes any representation as to the tial Information, save as may

hall apply to any information or

ıblic domain;

ic domain for any reason except the Recipients, to comply with the

s directors, employees or advisers

o such disclosure;

a third party without obligations of pubt, you shall not be required to ality); or

disclose, retain or maintain by law

in this letter, we undertake and

y person, firm or company (other ed to know, our bankers and estigation into the Group or that or have taken place between us;

, directly or indirectly enter into I with any other potential investors out your prior written consent and rtaking you and other Recipients to exclusivity and is a matter for

ed in accordance with English law non-exclusive jurisdiction of the fany claim, dispute or difference

<<insert expiry date>>.

of these terms and conditions by



We confirm our acceptance of the therein.

For and on behalf of <<Name of P

S

er and the undertaking contained

tor

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