

S

A

M

P

- # F

- f) that no person gives any representation as to the accuracy or other characteristics of Confidential Information, save as may subsequently be agreed;
2. Nothing in paragraph 1(a) shall apply to any information or Confidential Information:
- a) which at the time of disclosure was in the public domain;
 - b) which after disclosure has entered the public domain for any reason except your failure, or failure of any Recipient, to comply with the terms of this letter;
 - c) which is disclosed by or to any directors, employees or advisers on a non-confidential basis;
 - d) which was lawfully in the public domain prior to such disclosure;
 - e) which is subsequently disclosed by a third party without obligations of confidentiality (and, in such a case, you shall not be required to enquire whether the third party was under an obligation of confidentiality); or
 - f) which you or any Recipient are required to disclose, retain or maintain by law or any regulatory or stock exchange requirements.
3. In consideration of the undertakings given in this letter, we undertake and agree:
- a) to disclose Confidential Information only to those persons who are necessary to know;
 - b) to keep confidential Confidential Information other than persons with whom you are in the course of professional advice, or who are involved in discussions or negotiations with you, or who are involved in the investigation into the Group or that may have taken place between us; (and
 - c) that we will not participate in, or enter into, directly or indirectly enter into negotiations or have dealings with any other potential investors which relate to the Group or its business, without your prior written consent and we recognise that your agreement to exclusivity and is a matter for negotiation).
4. a) This letter shall be governed by and construed in accordance with English law [and the parties irrevocably and exclusively submit to the non-exclusive jurisdiction of the Courts of England and Wales in relation to any claim, dispute or difference arising out of or in connection with this letter];
- b) The obligations in this letter shall expire on <<insert expiry date>>.

We shall be obliged if you will confirm your acceptance of these terms and conditions by signing and returning the attached letter.

Yours faithfully,

For and on behalf of <<Company Name>>

We confirm our acceptance of the terms and the undertaking contained therein.

For and on behalf of <<Name of P>>tor

S

A

M

P

L

E