

[Print on Company Letterhead Address]

<<Name>>  
<<Title>>  
<<Company Name>>  
<<Company Address>>  
<<Company Address>>  
<<Postcode>>

<<Date>>

Dear Sirs

We are writing to set out the terms of the Proposed Transaction. Your Company certain information relating to the Proposed Transaction for the purpose of enabling you to evaluate the Proposed Transaction and consider making an offer to acquire shares in this Company ("the Proposed Transaction").

is prepared to disclose to your Company certain information relating to the Proposed Transaction. These disclosures are made for the purpose of enabling you to evaluate the Proposed Transaction and consider making an offer to acquire shares in this Company ("the Proposed Transaction").

### 1 Definitions and Interpretations

1.1 For the purposes of this letter, the following definitions apply:

**"Representatives"** means any agents, directors, employees, consultants, advisers, members of staff, or other persons acting on behalf of the Company or any of its Representatives.

includes any agents, directors, employees, consultants, advisers, members of staff, and legal, accounting, financial or other professional advisers or any other person acting on behalf of the Company or any other person acting on behalf of any of its Representatives.

**"Restricted Material"** means any information, whether or not confidential, which is disclosed to your Company or any of its Representatives by or on behalf of the Company or any of its Representatives in connection with the Proposed Transaction, and any information, whether or not confidential, which is disclosed to your Company or any of its Representatives by or on behalf of the Company or any of its Representatives in connection with the Proposed Transaction.

documentation relating to this Transaction, including any information, whether or not confidential, which is disclosed to your Company or to any of its Representatives by or on behalf of the Company or any of its Representatives or any of its Representatives in connection with the Proposed Transaction, and any information, whether or not confidential, which is disclosed to your Company or any of its Representatives by or on behalf of the Company or any of its Representatives in connection with the Proposed Transaction.

1.2 Any reference in this letter to the Proposed Transaction shall be deemed to include a reference to any communication in connection with the Proposed Transaction.

The term "Proposed Transaction" includes a reference to any communication in connection with the Proposed Transaction.

### 2 Company's Undertakings

In consideration of the disclosure of the Proposed Transaction, your Company undertakes that:-

your Company, your Company

2.1 The Restricted Material will not be used for any purpose other than the Proposed Transaction and your Company shall not, without the prior written consent, make any use (whether or not in connection with the Proposed Transaction) of any Restricted Material disclosed to your Company or any third party for the purpose of evaluating and conducting negotiations on the Proposed Transaction and shall not disclose or divulge any Restricted Material disclosed to your Company or any third party, or the fact that the same is at all times kept confidential.

purpose of the Proposed Transaction and your Company shall not, without the prior written consent of your Company or any third party) for the purpose of evaluating and conducting negotiations on the Proposed Transaction and shall not disclose or divulge any Restricted Material disclosed to your Company or any third party, or the fact that the same is at all times kept confidential.

2.2 Without this Company's prior written consent, your Company shall not disclose to any person the fact that the Restricted Material has been disclosed or that discussions or negotiations are taking place relating to the Proposed Transaction.

Without this Company's prior written consent, your Company shall not disclose to any person the fact that the Restricted Material has been disclosed or that discussions or negotiations are taking place relating to the Proposed Transaction.

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Transaction or any details of such communication with any Restricted Material concerning the Proposed Transaction.

negotiations or enter into any agreement with your Company concerning the Proposed Transaction.

2.3 Your Company will not make any disclosure of any of the Restricted Material in any way or part with possession or control of any of the Restricted Material on the Proposed Transaction terminate without agreement in writing within <<Insert time period>> days from the date of the disclosure. Your Company shall forthwith deliver to this Company all Restricted Material in its possession or control, together with all copies of such Restricted Material, to your Company or any of its Representatives and any copies of such Restricted Material then in the possession or control of your Company and/or its Representatives, and you shall destroy all analysis and materials containing any Restricted Material or containing any information obtained or derived from such Restricted Material.

any way or part with possession or control of any of the Restricted Material on the Proposed Transaction terminate without agreement in writing within <<Insert time period>> days from the date of the disclosure. Your Company shall forthwith deliver to this Company all Restricted Material in its possession or control, together with all copies of such Restricted Material, to your Company or any of its Representatives and any copies of such Restricted Material then in the possession or control of your Company and/or its Representatives, and you shall destroy all analysis and materials containing any Restricted Material or containing any information obtained or derived from such Restricted Material.

2.4 The Restricted Information disclosed in accordance with Clause 2.3 shall be held in confidence by your Company's Representative and its Representatives and your Company shall procure that none of its Representatives does any act which would be a breach of the provisions of this letterhead. Your Company shall require its Representatives to whom any Restricted Material as disclosed in accordance with Clause 2.3 is disclosed to observe the provisions of this letterhead.

your Company's Representative and its Representatives and your Company shall procure that none of its Representatives does any act which would be a breach of the provisions of this letterhead. Your Company shall require its Representatives to whom any Restricted Material as disclosed in accordance with Clause 2.3 is disclosed to observe the provisions of this letterhead.

2.5 Your Company will keep the Restricted Material disclosed in accordance with Clause 2.3 in proper and secure storage.

proper and secure storage.

**3 Exceptions to Disclosure**

The undertakings hereby given shall not apply to your Company:-

pany:-

3.1 disclosing on a confidential basis to any of its Representatives who need to have access to such Restricted Material in connection with the negotiation, preparation or execution of the Proposed Transaction, provided that you make a record of the Restricted Material so disclosed, the name of the person to whom it was supplied and that you will on demand make such Restricted Material available to us; or

material to any of its Representatives who need to have access to such Restricted Material in connection with the negotiation, preparation or execution of the Proposed Transaction, provided that you make a record of the Restricted Material so disclosed, the name of the person to whom it was supplied and that you will on demand make such Restricted Material available to us; or

3.2 disclosing to any person or entity other than your Company to the extent only that such disclosure is required by law or by any governmental regulation or action is taken which will or may result in any proceedings being commenced against your Company or any of its Representatives, provided that you will immediately notify this Company of such disclosure and will take all steps which may be required by this Company to defend such proceedings and to resist and avoid such a requirement being imposed on your Company;

any Restricted Material if and to the extent only that such disclosure is required by law or by any governmental regulation or action is taken which will or may result in any proceedings being commenced against your Company or any of its Representatives, provided that you will immediately notify this Company of such disclosure and will take all steps which may be required by this Company to defend such proceedings and to resist and avoid such a requirement being imposed on your Company;

**4 Post Transaction Restrictions**

The undertakings hereby given shall not apply to your Company disclosing to any person or entity other than your Company to the extent only that such disclosure is required by law or by any governmental regulation or action is taken which will or may result in any proceedings being commenced against your Company or any of its Representatives, provided that you will immediately notify this Company of such disclosure and will take all steps which may be required by this Company to defend such proceedings and to resist and avoid such a requirement being imposed on your Company;

pany disclosing to any person or entity other than your Company to the extent only that such disclosure is required by law or by any governmental regulation or action is taken which will or may result in any proceedings being commenced against your Company or any of its Representatives, provided that you will immediately notify this Company of such disclosure and will take all steps which may be required by this Company to defend such proceedings and to resist and avoid such a requirement being imposed on your Company;

**5 Exclusion of Warranties**

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Your Company acknowledges that given or is authorised to make or in relation to the Proposed Transaction accuracy or completeness of any information has been given such authority. Any reliance should not be relied upon by your Company shall have any liability to your Company shall have any liability to your Company Restricted Material or its use by you

**6 Acknowledgement of Undertaking**

Your Company will on written demand certify that your Company has complied with

**7 Acceptance of Terms of Letter**

By its confirmation of the acceptance of this letter

- 7.1 your Company confirms that it has not committed any other breach of the material terms of this Company should be enforceable under any applicable law; and
- 7.2 your Company acknowledges that it is not responsible for any costs incurred by
- 7.3 no failure or delay by this Company to operate as a waiver thereof and any other or further exercise of

**8 Applicable Law and Jurisdiction**

The terms of this letter will be governed by the non-exclusive jurisdiction of the English

Please confirm your Company's acceptance of the attached copy and returning it to us

Yours faithfully,

\_\_\_\_\_  
For and on behalf of <<Company Name>>

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

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Representatives has made or formal written agreements in promise or warranty as to the no person shall be deemed to have warranty so made or given by this Company or its representatives and its Company or its representatives shall be liable arising from disclosure of any

certify to this Company in writing of this letter.

letter.

and not as agent or broker for this Company and confirms its agreement that it will be to the maximum extent available

Principal and not as agent or broker for this Transaction and that it will be responsible for its

any right under this letter shall be waived and any such right shall preclude

your Company will submit to the

of this letter by signing the

and the undertaking contained

For and on behalf of <<Name of C

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