

[On letterhead of Party A]

[Name and Address of Party B]

Dated: \_\_\_\_\_

Dear Sirs

**CONFIDENTIALITY AGREEMENT**

[Full corporate name of Party A]  
Party) have agreed to enter into a Proposed Transaction. Each Party agrees to the terms of this Confidentiality Agreement (the "Agreement")

Each Party acknowledges that the information disclosed in this letter is confidential and proprietary to the Disclosing Party.

**Definitions**

1. In this Agreement, the following definitions shall apply:

(a)

the Parties are

(b)

including, but not limited to, the Disclosing Party and its affiliates, employees, agents, consultants, advisors, and other personnel who are produced or derived from the Confidential Information.

(c)

(d)

of the

2. Confidential Information shall mean:

(a)

direct or indirect

(b)

any party free from any obligation of confidentiality to the Disclosing Party.

**Confidentiality**

3. In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party under this Agreement, the Receiving Party shall:

(a)

undertake the following obligations in its capacity as a Disclosing Party:

(b) not use or exploit the Confidential Information in any manner, except for the purpose of considering, evaluating and negotiating the Proposed Transaction;

(c) not disclose, or permit to be disclosed, any Confidential Information to any person, except:

(i) with the prior written consent of the Disclosing Party; or



(ii) to the officers, employees and professional advisers of the Receiving Party who need to receive the Confidential Information in relation to the Proposed Transaction;

(d) ensure that its officers, employees and professional advisers to whom Confidential Information is disclosed as permitted by paragraph 3(c)(ii) are aware of this Agreement and comply with this Agreement in relation to that Confidential Information as if such persons were party to this Agreement; and

(e) [Redacted] Confidential Information in writing to the [Redacted] have been [Redacted]

**Permitted disclosure**

4 Subject to the extent permitted by this Agreement, the Disclosing Party may disclose Confidential Information to the extent necessary for the Disclosing Party to:

- (a) [Redacted]
- (b) [Redacted] valent

5 Prior to the disclosure of Confidential Information to the Receiving Party, the Disclosing Party shall ensure that the Receiving Party is aware of paragraph 4, and shall:

- (a) [Redacted] the Confidential Information;
- (b) [Redacted] instances to the Receiving Party of Confidential Information;
- (c) [Redacted] applicable law

**Termination**

6 This Agreement shall terminate upon the occurrence of any of the following events:

- (a) [Redacted] to the

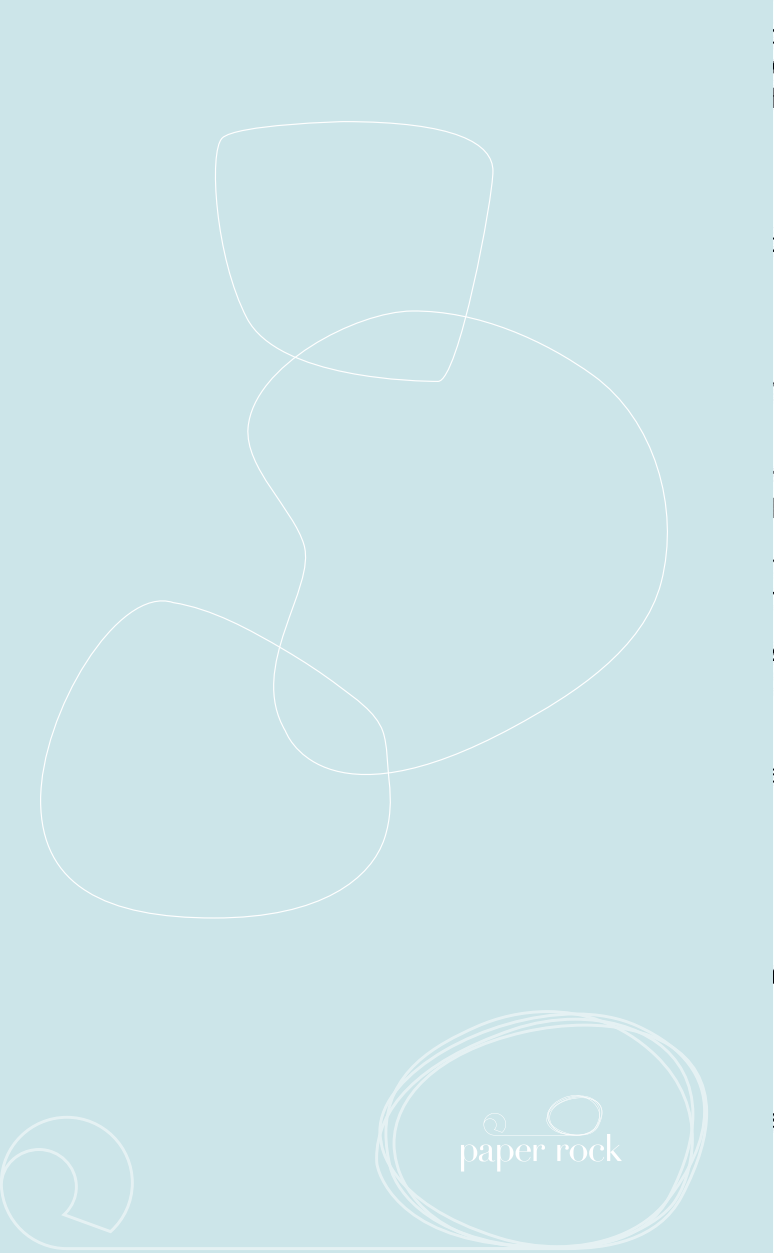
- (b) [Redacted] s, obligations or

**General**

7 The Receiving Party shall be bound by the terms and conditions of this Agreement and shall ensure that its officers, employees and professional advisers to whom Confidential Information is disclosed as permitted by paragraph 3(c)(ii) are aware of this Agreement and comply with this Agreement in relation to that Confidential Information as if such persons were party to this Agreement; and

(a) that the Disclosing Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Receiving Party;

(b) no right or licence is granted under this Agreement by the Disclosing Party in respect of its Confidential Information; and



(c) the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, reliability or completeness of its Confidential Information.

8 This Agreement is personal to the Parties and neither Party may assign, transfer, sub-contract or charge any of its rights or obligations under this Agreement.

9 No variation of this Agreement shall be effective unless made in writing (excluding email) and signed by each of the Parties.

10 No waiver of this Agreement shall be effective unless made in writing (excluding email) and signed by each of the Parties.

11 No omission shall operate to preclude the Parties from enforcing their rights under this Agreement in any court of competent jurisdiction.

12 The rights and obligations of the Parties under this Agreement shall be in addition to all other rights and obligations.

13 This Agreement shall be enforceable in accordance with the provisions of the Arbitration Act 1999).

14 This Agreement shall be executed and delivered by each Party in duplicate, and each Party shall retain one copy.

**Governing law**

15 This Agreement shall be governed by the law of England and Wales (non-contractual) governed by the law of England and Wales.

16 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement.

Please sign, date and return this Agreement to the Disclosing Party.

Yours faithfully

\_\_\_\_\_  
Duly authorised for and on behalf of  
[Full corporate name of Party A]

\_\_\_\_\_  
Acknowledged and accepted by



\_\_\_\_\_  
Duly authorised for and on behalf of  
[Full corporate name of Party B]

Dated: