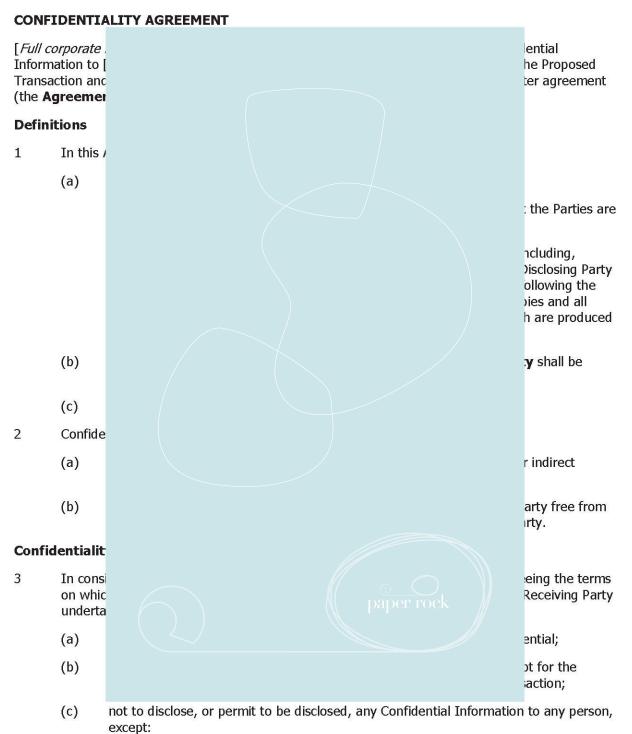
[On letterhead of Disclosing Party]

[Name and Address of Receiving Party]

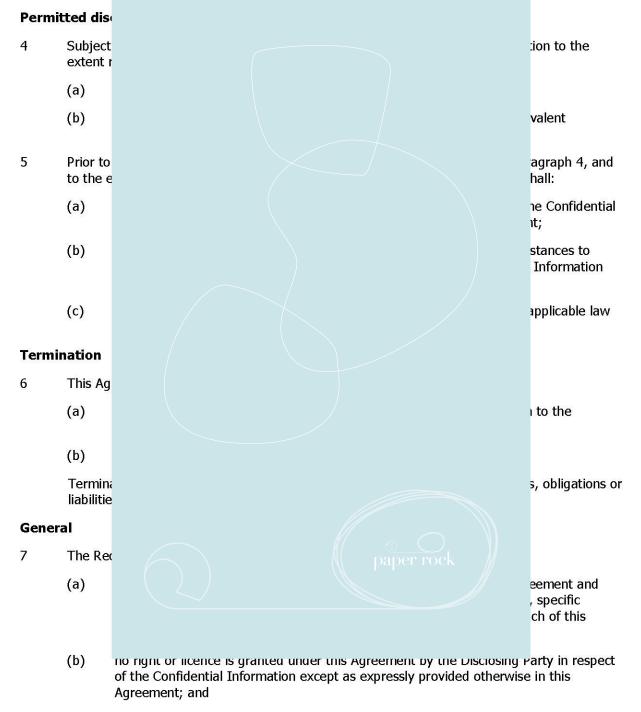
Dated: _____

Dear Sirs



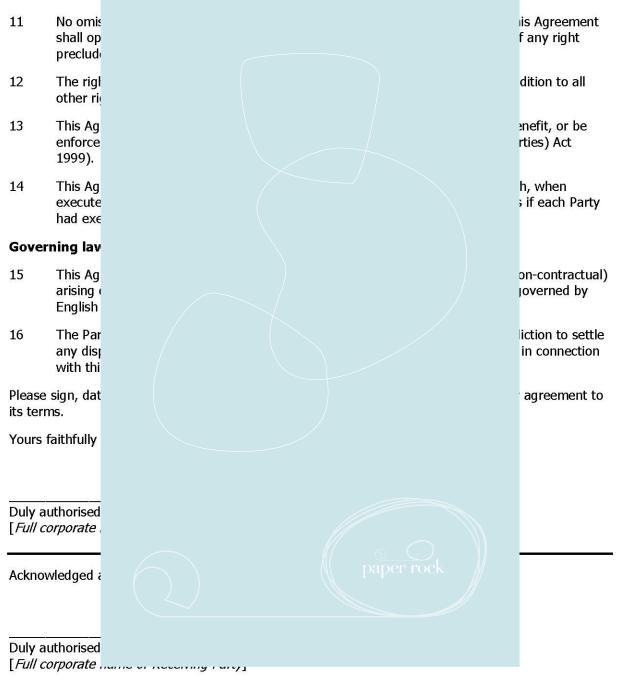
- (i) with the prior written consent of the Disclosing Party; or
- to the officers, employees and professional advisers of the Receiving Party who need to receive the Confidential Information in relation to the Proposed Transaction;

- (d) to 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) upon written demand from the Disclosing Party, to either return the Confidential Information and any copies of it to the Disclosing Party or to confirm in writing to the Disclosing Party that the Confidential Information and all copies of it have been



(c) the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, reliability or completeness of the 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 by a Party of any requirement of this Agreement or any right which it has under this Agreement shall be valid unless such waiver is in writing (excluding email) and signed by the waiting Party



Dated: