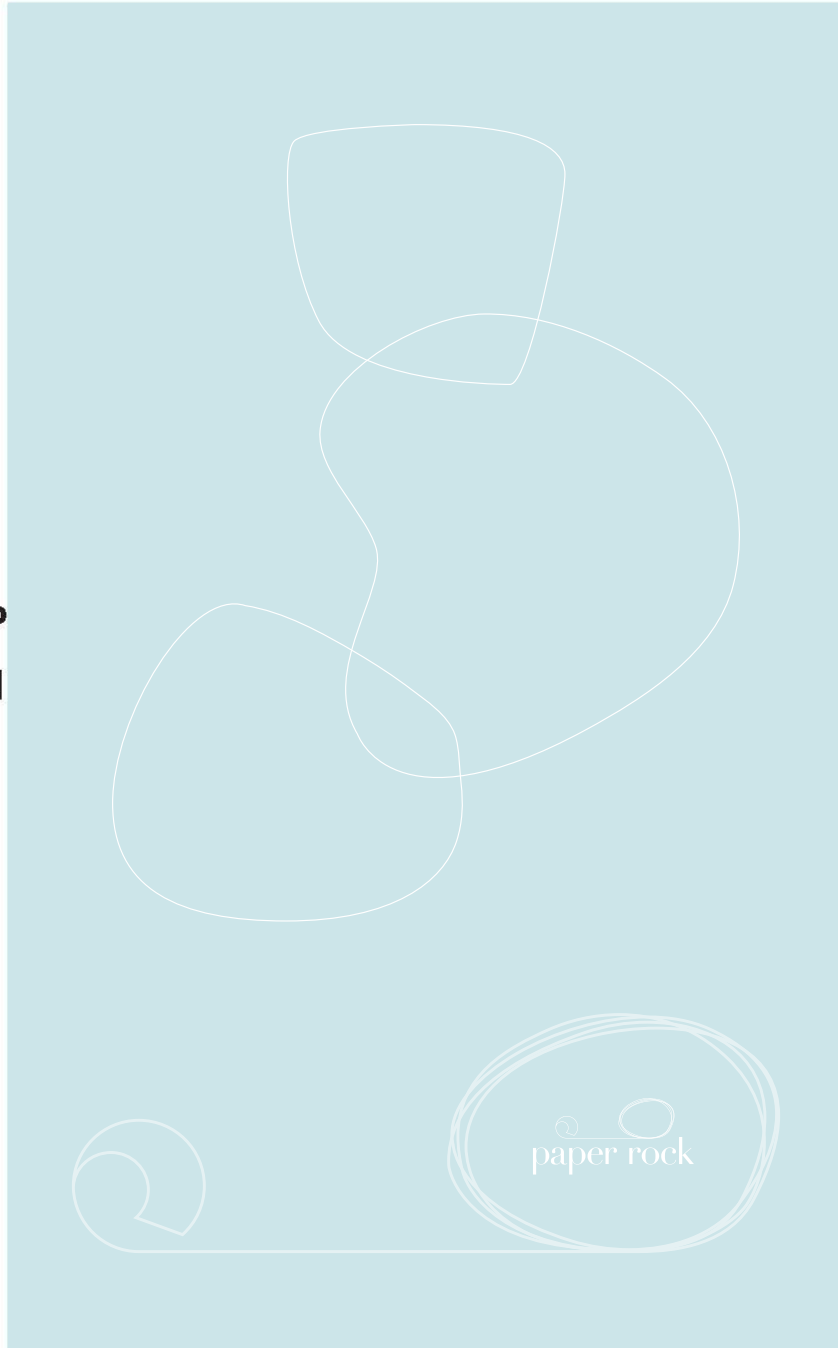


**Dated**

**EXCLUSIVITY AGREEMENT**

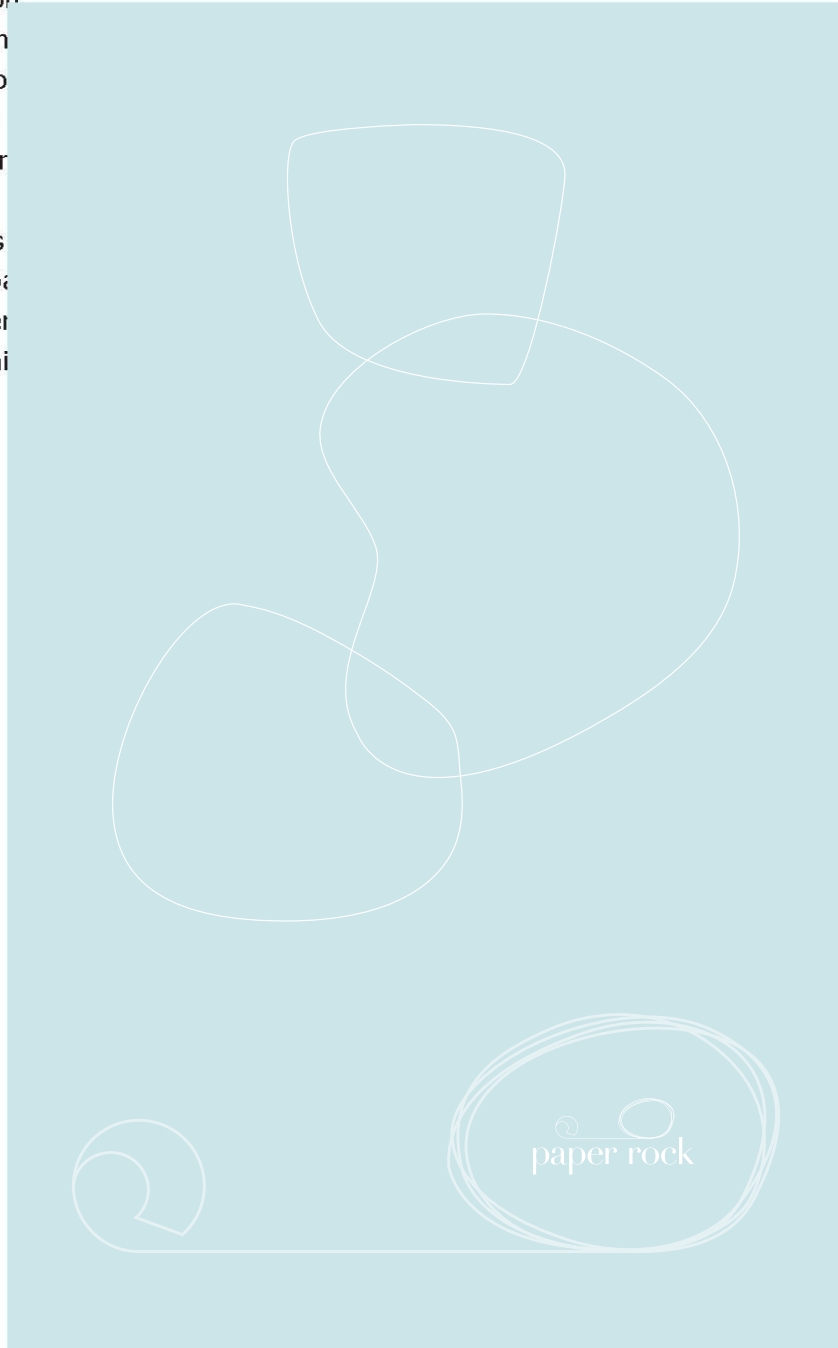
**[Target Co**

**[Investor]**



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**EXCLUSIVITY AGREEMENT**

**DATED**

**Between:**

- 1. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Company**); and
- 2. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Investor**).

**INTRODUCTION**

- A. The Parties have entered into a relationship with the Company.
- B. To enable the Parties to enter into a relationship with the Company, the Parties have agreed this Agreement.

**AGREED TERMS**

**1 Interpretation**

1.1 In this Agreement, the following definitions shall have effect:

**Agreed Terms** means the terms of the Agreement.

**Business** means the general business of the Company and its associated companies.

**Exclusivity** means the obligation of the Company and its associated companies to enter into a relationship with the Investor and of not less than 4 years in accordance with Clause 2.

**Group** means the Company and its associated companies, from time to time, and any other company or subsidiary of the Company or any of its associated companies.

**Parties** means the Company and the Investor, and shall be construed accordingly and shall include their respective representatives,

**Proposed Investment** means any investment in the Company proposed by the Investor.

**Representative** means any person acting on behalf of any person.

**Restrictions**

- (a) the sale or other disposal to a Third Party of all or any of the issued share capital of the Company or of any Subsidiary of the Company;
- (b) the sale or other disposal to a Third Party of all or any part of the undertaking, business or assets of the Company or of any Subsidiary of the Company (other than in the ordinary course of business); or
- (c) any investment in the Company by a Third Party.



**Restricted Discussions** means any discussions or negotiations between the Company or any Representative of the Company with any Third Party relating to any Restricted Activity.

**Third Party** means any person other than the Investor, any company which is in the same Group as the Investor and any of their respective Representatives.

1.2 In this Agreement:

- (a) reference to any statute or to any statutory provision includes a reference to any statute or legislation made
- (b)
- (c) ement;
- (d)
- (e) d body
- (f) nited e, wherever
- (g) ve and not so y them;
- (h) s to limit the ible;
- (i) bsidiary" as o be treated bsections s in that other (nee) by way of ;
- (j) ise stated; and
- (k) or allow that
- (l) otherwise

1.3 Clauses requires

2 **Exclusi**

2.1 In consideration for the Investor incurring fees and expenses in carrying out its due diligence in relation to the Company, the Company hereby undertakes:

- (a) on the date of this Agreement, to terminate any Restricted Discussions which have taken place prior to the date of this Agreement; and
- (b) that it shall not during the Exclusivity Period:

- (i) induce or solicit any Restricted Activity or Restricted Discussions;
- (ii) carry on any Restricted Discussions;
- (iii) enter into any agreement, arrangement or understanding (whether or not legally binding) relating to any Restricted Activity; or
- (iv) provide or otherwise supply, either directly or indirectly, any information relating to the Company or any Subsidiary of the Company to any Third Party or any Restricted

2.2 The Par  
Exclusiv

### 3 Rights

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### 5 Assign

This Ag

- (a)
- (b)
- (c)
- (d)

and any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this Clause 5 shall be ineffective.

### 6 Variation

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

**7 Waiver**

7.1 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).

7.2 No omission to exercise, or delay by any Party in exercising, any right under this Agreement shall operate as a waiver of such right nor shall any single or partial exercise of any right preclude the exercise of any other right.

7.3 The right to exercise any right under this Agreement shall be subject to all other rights and obligations of the Parties under this Agreement.

**8 Severability**

8.1 If any part of this Agreement is held to be illegal, void or unenforceable, the remaining parts shall survive and be enforceable.

8.2 If any part of this Agreement is held to be illegal, void or unenforceable, the remaining parts shall survive and be enforceable if some modification is necessary to give effect to the intent of the Parties.

**9 Costs**

Save as otherwise provided in this Agreement, each Party shall bear its own costs incurred in connection with the negotiation, preparation, execution and enforcement of this Agreement.

**10 Notices**

10.1 A notice under this Agreement shall be in writing and shall be deemed to have been received by the Party to whom it is addressed at the address specified in this Clause or, if no address is specified, at the Party's principal place of business.

(a)

(b)

(c)

10.2 The address for notices under this Agreement shall be:

(a)



Attention: [NAME]

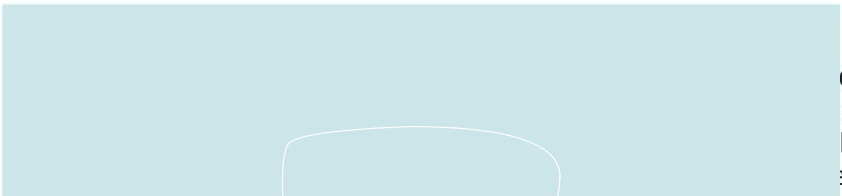
(b) the Investor:

Address: [ADDRESS]

Email: [EMAIL ADDRESS]

Attention: [NAME]

- 10.3 A notice is deemed to have been received:
- (a) if delivered personally or by courier, at the time of delivery;
  - (b) if sent by email, at the time of delivery;
  - (c) if delivered by pre-paid first-class post or recorded delivery, 48 hours from the date of posting; or

(d)  Clause 0 is not on a day that will be deemed received receipt.

10.4 To provide received at the

- (a)  eived at the
- (b)  the email
- (c)  was properly

10.5 This Clause legal ac... nents in any

**11 Third party**  
This Agreement enforce (1999). benefit, or be (Parties) Act

**12 Counterparty**  
This Agreement execute had exe... h, when s if each Party

**13 Governing Law**  
13.1 This Agreement arising out of English law (non-contractual) governed by

13.2 The Parties agree any dispute with this Agreement shall be referred to arbitration in London, England (arbitration to settle in connection

This Agreement shall be governed by the law of England and Wales and the jurisdiction of the courts of that country shall be exclusive of all other jurisdictions.



**[NAME OF TARGET COMPANY]**

Signed by )  
duly authorised for and on behalf of )  
[NAME OF TARGET COMPANY] )

\_\_\_\_\_  
Director

**[NAME OF INVESTOR]**

Signed by  
duly authorised  
[NAME OF INVESTOR]

