

[On letterhead of Target Company]

[Name and Address of Investor]

Dated: _____

Dear Sirs

[NAME OF TARGET COMPANY]

1. We refer to the [redacted] capital of the [redacted] Compar [redacted]

2. In consideration of the [redacted] diligence on the [redacted] Compar [redacted] ing on the date [redacted] of this agreement. [redacted] period will end, [redacted] A period of [redacted] **Exclusivity Period**):

(a)

[redacted] ding (whether [redacted] the issued share [redacted]

(b)

[redacted] t of the [redacted] subsidiary of the [redacted]

(c)

[redacted] er person [redacted] on relating to [redacted] who may want to [redacted] or negotiations [redacted]

3. We agree to [redacted] expenses (including [redacted] including indirect [redacted] or consideration [redacted] you arising [redacted] out of [redacted])

4. Without [redacted] indemnity [redacted] you in respect of [redacted] AMOUNT [redacted]

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[redacted] ve agree to [redacted] ses incurred by [redacted] GREED [redacted]

5. We agree to [redacted] paragraph [redacted] or other equitable relief for any threatened or actual breach by us of paragraph 2.

[redacted] reach by us of [redacted] ic performance [redacted]

6. This agreement will terminate at the end of the Exclusivity Period, unless both of us otherwise agree in writing.

7. Termination of this agreement will be without prejudice to any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including any legal right or remedy in respect of any breach of this agreement which existed at or before the date of termination.

8. No omission or delay in exercising or enforcing any right under this agreement shall operate as a waiver of such right.

9. A notice given under this agreement:

(a) shall be sent either personally, by courier or by first class post (airmail if sent outside the country from which it is sent) to the address of the party set out in this agreement (or to such other address as that may notify to the other party); and

(b)

10. This agreement shall be enforceable under the law of England and Wales (or the law of the country of posting (or the law of the country to which it is sent) to benefit, or to the benefit of the Parties) Act 1999).

11. This agreement shall be non-contractual arising out of or in connection with the sale of English shares in the company governed by the law of England and Wales.

12. The parties irrevocably and exclusively submit to the jurisdiction of the courts of England and Wales (or the courts of the country of posting (or the courts of the country to which it is sent) arising out of or in connection with the sale of English shares in the company.

Please sign, date and return this agreement to its terms.

Yours faithfully

Duly authorised
[FULL CORPORATE NAME]
[TARGET COMPANY]

Acknowledged and accepted

Duly authorised
[FULL CORPORATE NAME]

Dated: _____

