

[On letterhead of the target Company]

[Name and Address of Investor]

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

Dear Sirs

**CONFIDENTIALITY AGREEMENT**

[Full corporate  
Information to [
Transaction and
(the **Agreement**

Confidential
used
ter agreement

**Definitions**

1 In this /
(a)

: the Parties are

(b)

including,
Company that is
or to or
all reports,
duced or

(c)

y shall be

2 Confide
(a)

any by the

(b)

r indirect

e from any

**Confidentialit**

3 In consi
which C
the Con

ne terms on
ndertakes to

(a)

ential;

(b)

ot for the

purpose of considering, evaluating and negotiating the Proposed Transaction;

(c)

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

(i)

with the prior written consent of the Company; or



(ii) to the officers, employees and professional advisers of the Investor 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) Confidential Information disclosed pursuant to this Agreement shall remain confidential and shall not be disclosed to any third party, except as permitted in writing by the Investor. Confidential Information shall be destroyed or disposed of in accordance with the terms of this Agreement.

**Permitted disclosure**

4 Subject to the requirements of paragraph 3, the Company may disclose Confidential Information to the extent permitted in writing by the Investor.

(a)

(b) Confidential Information shall be disclosed to the extent necessary for the Company to perform its obligations or to exercise its rights under this Agreement.

5 Prior to the disclosure of Confidential Information, the Company shall ensure that the recipient of such Confidential Information is bound by the terms of this Agreement, and to the extent permitted in writing by the Investor.

(a) Confidential Information shall be disclosed to the extent necessary for the Company to perform its obligations or to exercise its rights under this Agreement.

(b) Confidential Information shall be disclosed to the extent necessary for the Company to perform its obligations or to exercise its rights under this Agreement.

(c) Confidential Information shall be disclosed to the extent necessary for the Company to perform its obligations or to exercise its rights under this Agreement.

**Termination**

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

(a)

(b)

(c) The Company fails to perform its obligations or to exercise its rights under this Agreement.

**General**

7 The Investor acknowledges that the Confidential Information is being disclosed to it in confidence and that the Investor is bound by the terms of this Agreement and shall not disclose Confidential Information to any third party, except as permitted in writing by the Investor.

(a)

performance or other equitable relief for any unbreached or actual breach of this Agreement by the Investor;

(b) no right or licence is granted under this Agreement by the Company in respect of the Confidential Information except as expressly provided otherwise in this Agreement; and



(c) the Company 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 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 jurisdiction.

12 The rights of the Parties under this Agreement shall be in addition to all other rights which the Parties may have.

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

14 This Agreement shall be enforceable in accordance with the provisions of the Arbitration Act 1999, when each Party has executed this Agreement.

**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 Company.

Yours faithfully

\_\_\_\_\_  
Duly authorised  
[Full corporate name of the Investor]

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



\_\_\_\_\_  
Duly authorised for and on behalf of  
[Full corporate name of the Investor]

Dated: