

[On letterhead of Seller]

[Name and Address of Buyer]

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

Dear Sirs

[NAME OF TARGET COMPANY]

1. We refer to the issued share capital of [NAME OF TARGET COMPANY]

issued share

2. In consideration of the diligence on the part of [NAME OF BUYER] in completing the Comparability Study on the date of this agreement, the Exclusivity Period will end, on the date of the expiry of the Exclusivity Period):

diligence on the part of [NAME OF BUYER] in completing the Comparability Study on the date of this agreement, the Exclusivity Period will end, on the date of the expiry of the Exclusivity Period):

(a)

including (whether directly or indirectly) the issued share capital of [NAME OF TARGET COMPANY]

the issued share capital of [NAME OF TARGET COMPANY]

of the subsidiary of the [NAME OF TARGET COMPANY]

(b)

any other person

(c)

any person relating to [NAME OF TARGET COMPANY] who may want to enter into negotiations with [NAME OF BUYER]

3. We agree to indemnify you (including your costs or costs incurred out of pocket) in respect of

expenses incurred by you (including indirect expenses) arising out of the performance of this agreement

4. Without prejudice to the indemnity you in respect of the AMOUNT OF THE EXPENSES



we agree to indemnify you in respect of the AMOUNT OF THE EXPENSES incurred by you in respect of the AMOUNT OF THE EXPENSES

5. We agree to indemnify you in respect of the AMOUNT OF THE EXPENSES or other equitable relief for any threatened or actual breach by us of paragraph 2.

breach by us of paragraph 2 or other equitable relief for any threatened or actual breach by us of paragraph 2.

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 party 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 of the country to which the agreement is sent) to benefit, or to the benefit of the Parties) Act 1999).

11. This agreement shall be non-contractual and shall be governed by the law of England and Wales (or the law of the country of posting (or of the country to which the agreement is sent) to benefit, or to the benefit of the Parties) Act 1999).

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 of the country to which the agreement is sent) to benefit, or to the benefit of the Parties) arising out of or in connection with this agreement.

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 of the country to which the agreement is sent) to benefit, or to the benefit of the Parties) arising out of or in connection with this agreement.

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

Yours faithfully

Duly authorised  
[FULL CORPORATE NAME]

Acknowledged and accepted

Duly authorised  
[FULL CORPORATE NAME]

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

paper rock