

[On letterhead of Seller]

[Name and Address of Buyer]

Dated: _____

Dear Sirs

EXCLUSIVITY

1. We refer to the Company and its subsidiaries and assets of [Name]

2. In consideration of the purchase of the business of the Seller, the Seller agrees to grant to the Buyer an exclusivity period (the "Exclusivity Period")

(a)

(b)

(c)

3. We agree to pay the Seller all reasonable costs (including legal fees and disbursements) incurred by the Seller in connection with the preparation and execution of this Agreement, and to reimburse the Seller for all such costs within 30 days of the Seller's invoice.

4. Without limitation, the Seller shall be entitled to recover from the Buyer all reasonable costs (including legal fees and disbursements) incurred by the Seller in connection with the preparation and execution of this Agreement, and to reimburse the Seller for all such costs within 30 days of the Seller's invoice.

5. We agree to indemnify the Seller for all reasonable costs (including legal fees and disbursements) incurred by the Seller in connection with the preparation and execution of this Agreement, and to reimburse the Seller for all such costs within 30 days of the Seller's invoice.

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



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paragraph 2 and that you shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach by us of paragraph 2.

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- 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)

if sent outside
of this
party); and

(b)

of posting (or

10. This agreement shall be enforceable under the law of England and Wales (including any provisions of the Arbitration Act 1996).

to benefit, or
Parties) Act

11. This agreement shall be governed by the law of England and Wales (including any provisions of the Arbitration Act 1996).

non-contractual)
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12. The parties irrevocably and exclusively submit to the jurisdiction of the courts of England and Wales in relation to any dispute arising out of or in connection with this agreement.

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

ement to its

Yours faithfully

Duly authorised
[FULL CORPORATE NAME OF BUYER]

Acknowledged and accepted

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Duly authorised for and on behalf of
[FULL CORPORATE NAME OF BUYER]

Dated: _____