

Dated

CONFIDENTIALITY AGREEMENT

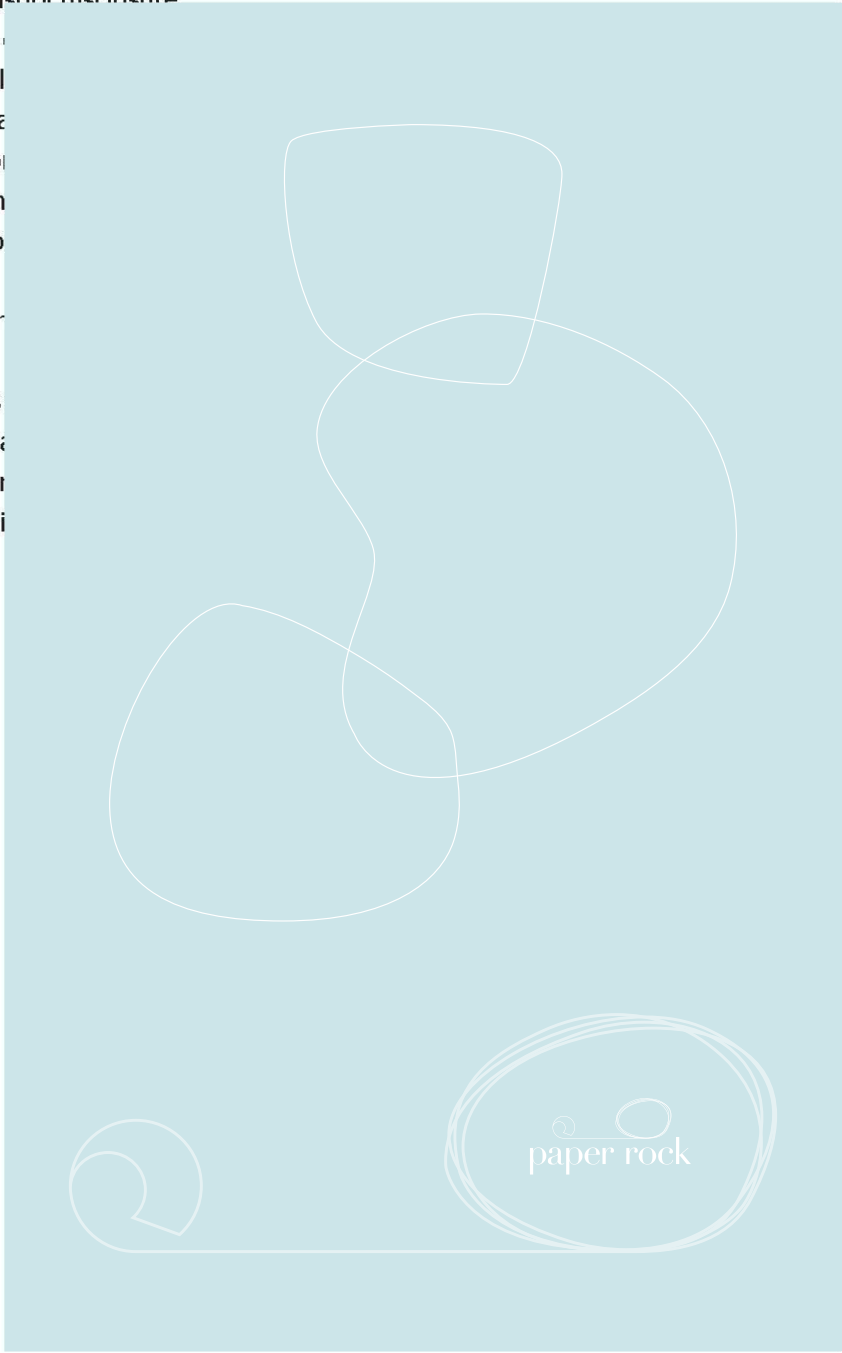
[Seller]

[Buyer]



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CONFIDENTIALITY 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 **Seller**);

2. [FULL C company number DRESS] (the **Buyer**)

INTRODUCTIO

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B. This Ag informa confidential il with such confiden

AGREED TERM

1 Interpret

1.1 In this / the follo ions shall have

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(b) Group or following the any of the

Confide (a) r indirect

(b) ee from any to its disclosure

by or on behalf of the Seller.

Copy means:

(a) a copy of any Confidential Information in any form or medium, including in writing, any document or any electronic file; and

- (b) any report, analysis, extract or representation of any Confidential Information or which is produced or generated from or using, or which contains, any Confidential Information.

Group, in relation to a company, means that company, any Holding Company or Subsidiary from time to time of that company and any Subsidiary from time to time of a Holding Company of that company and **Group Company** means each company in a company's Group.

Parties shall be construed according to their true intentions, success or otherwise.

Permit includes Confidential Information.

Proposed means as defined in section above.

Representative means any person.

1.2 In this /

(a) reference to any statute or legislation made

(b) reference to any agreement;

(c) reference to any body

(d) reference to any limited company, wherever

(e) reference to any company and not so as to limit the

(f) reference to any company; to limit the

(g) reference to any company; to limit the

(h) reference to any company; to limit the

(i) reference to **writing** or **written** includes fax and email unless otherwise stated; and



- (j) an obligation not to do something includes an obligation not to agree or allow that thing to be done.

1.3 Clauses 1.1 and 1.2 apply unless the contrary intention appears or the context otherwise requires.

2 Confidentiality obligations

2.1 In consideration for the Seller entering into this Agreement and agreeing the terms on which Confidential Information is to be disclosed to the Seller:

- (a) Confidential Information;
- (b) Confidential Information not for the purposes of the Transaction;
- (c) Confidential Information to any person, other than the Seller, without the Seller's express or implied consent;
- (d) Confidential Information to any person, other than the Seller, without the Seller's express or implied consent.

2.2 The Buyer shall not disclose Confidential Information to any person, other than the Seller, without the Seller's express or implied consent.

- (a) Confidential Information necessary for the purposes of the Transaction;
- (b) Confidential Information to any person, other than the Seller, without the Seller's express or implied consent;
- (c) Confidential Information to any person, other than the Seller, without the Seller's express or implied consent.

2.3 The Buyer shall not disclose Confidential Information to any person, other than the Seller, without the Seller's express or implied consent.

- (a) Confidential Information in written request from the Seller;
 - (b) Confidential Information to any person, other than the Seller, without the Seller's express or implied consent.
- Confidential Information in breach of the confidentiality obligations set out in this clause shall not constitute Confidential Information for the purposes of this clause.

3 Permitted disclosures

3.1 Subject to clause 3.2, Confidential Information may be disclosed to:

- (a) the Seller and its Representatives who need to know that Confidential Information for the purpose of considering, evaluating and negotiating the Proposed Transaction;
- (b) the Representatives engaged to advise the Buyer in relation to the Proposed Transaction;

- (c) to the equity or debt funders of the Buyer, and their respective professional advisers engaged to advise them, who provide or may provide finance to the Buyer in relation to the Proposed Transaction; and
- (d) to any other person with the prior consent in writing of the Seller.

3.2 The Buyer shall:

(a) prior to its disclosure as permitted by Clause 3.1 ensure that the Permitted Recipient

(b) in relation to this

4 Compu

4.1 Subject by: extent required

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(c) ities of the

4.2 Prior to extent p nd to the

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(b) stances to
Information

(c) law and

4.3 To the Seller p
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soon as
to inform the
Buyer shall
disclosure as

5 Return

5.1 Subject request of a written

(a) rmation,

(b) confirm to the Seller in writing (excluding by email) that it has done so.

5.2 Clause 5.1 shall not require the Buyer to destroy, return or delete Confidential Information which it is required to retain pursuant to:

- (a) the laws or regulations of any applicable jurisdiction; or
- (b) the rules of any listing authority or stock exchange on which the securities of the Buyer or any of its Group Companies are listed or traded.

6 Non-solicitation

6.1 The Buyer undertakes to the Seller that the Buyer shall not, for the period of 6 months after the date of this Agreement, offer employment to, enter into a contract for the services of, or attempt to entice away from the Seller or from any Group Company of the Seller any individual who is at the time of the offer or attempt either:

- (a) an employee holding an executive or managerial position with, or an officer of, the Seller or any Group Company of the Seller; or
- (b) an individual who is employed by the Seller or any Group Company of the Seller on a basic annual

6.2 The undertakings in clause 6.1 shall not apply to any individual who is employed by the Seller or any Group Company of the Seller on a basic annual

- (a) who is employed by the Seller or any Group Company of the Seller directly or indirectly; and
- (b) who is employed by the Seller or any Group Company of the Seller if it is found to be in the public interest that such individual should be permitted to do so during the period of 6 months after the date of this Agreement, as may be determined by the Seller.

7 Rights

7.1 The Buyer shall be liable for all losses, damages, costs and expenses (including reasonable legal fees) incurred by the Seller or any Group Company of the Seller as a result of the Buyer's breach of this Agreement, whether or not such losses, damages, costs and expenses are caused in whole or in part by the negligence of the Seller or any Group Company of the Seller, or, as if it was caused in whole or in part by the negligence of the Seller or any Group Company of the Seller.

7.2 The Parties agree that the Seller shall be entitled to enforce the provisions of this Agreement, including the provisions relating to the confidentiality of the Confidential Information, by way of an injunction or specific performance, and the Seller shall be entitled to enforce the provisions of this Agreement by way of an injunction or specific performance.

7.3 The Buyer shall be bound by the provisions of this Agreement and shall not be permitted to rely on any provisions of any other agreement entered into between the Buyer and the Seller or any Group Company of the Seller.

7.4 The Seller shall be bound by the provisions of this Agreement from the time of the execution of this Agreement.

7.5 The Buyer shall be bound by the provisions of this Agreement and shall not be permitted to rely on any provisions of any other agreement entered into between the Buyer and the Seller or any Group Company of the Seller.

- (a) The Seller shall be bound by the provisions of this Agreement from the time of the execution of this Agreement.
- (b) The Seller shall be bound by the provisions of this Agreement from the time of the execution of this Agreement.

inaccuracies in, the Confidential Information.

8 Duration


8.1 This Agreement will terminate on the earlier of:

- (a) a binding agreement being entered into between the Parties in relation to the Proposed Transaction; and

(b) 2 years from the date of this Agreement.

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

9 Assignment

9.1 Save as  to Party shall:

- (a) 
 - (b) 
 - (c) 
 - (d) 
- and any  or dealing in

9.2 The Seller shall not be a director, officer, partner, shareholder or member of the Company of the Seller.

10 Variations

No variation of this Agreement shall be made in writing (including email) and signed by both Parties.

11 Waivers

11.1 No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party waiving its rights under this Agreement.

11.2 No omission to exercise any right or remedy under this Agreement shall constitute a waiver of any right or remedy.

11.3 The right to waive shall not be limited by any limitation on the number of times or the nature of the rights waived in addition to all other rights.

12 Severability

12.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the remaining provisions shall survive and remain in full force and effect.

12.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the entire Agreement shall be voidable if some modification is necessary to make the Agreement enforceable in that jurisdiction.

13 Costs

Each Party shall bear its own costs incurred in relation to the preparation, negotiation and performance of this Agreement.

14 Notices

14.1 A notice given under this Agreement:

- (a) shall be in writing in the English language;

(b) shall be sent for the attention of the person and to the address given in this Clause 14 (or to such other address as the relevant Party may notify the other Party under this Clause 14); and

(c) shall be:

(i) delivered personally or by courier;

(ii) sent by email;

which it is sent)

14.2 The addressee

(a)

(b)

14.3 A notice

(a)

(b)

(c)

(d)

provided within business hours on a public holiday or business day

the date of

14.3 is not a notice that is not a notice to be given when

14.4 To provide

(a)

(b)

address of the relevant Party stated above, or

received at the

the email

(c) in the case of delivery by post, that the envelope containing the notice was properly addressed to the relevant Party and posted.

14.5 This Clause 14 does not apply to the service of any proceedings or other documents in any legal action.

15 Third party rights

This Agreement is made for the benefit of the Parties and is not intended to benefit, or be enforceable by, anyone else (including under the Contracts (Rights of Third Parties) Act 1999).

16 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to constitute the entire agreement between the Parties, as if each Party had executed a copy.

17 Govern

17.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales (non-contractual) governed by

17.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement.

This Agreement shall be governed by and construed in accordance with the law of England and Wales.



[NAME OF THE SELLER]

Signed by)
duly authorised for and on behalf of)
[NAME OF THE SELLER])

Director

[NAME OF THE BUYER]

Signed by
duly authorised
[NAME OF THE BUYER]

