



- 1.5 We and anyone to whom disclosure may be made in accordance with this letter may make Copies but only insofar as is reasonably necessary to carry out your due diligence exercise in connection with or to obtain finance for the Proposed Transaction.

## **2. PERMITTED DISCLOSURE**

- 2.1 We may disclose Confidential Information to:

- (a) our employees;
- (b) our professional advisers; and
- (c) any person who is considering providing us with finance for the Proposed Transaction and their professional advisers,

but only to the extent that is required for us to carry out our due diligence exercise in connection with the Proposed Transaction or to obtain finance for the Proposed Transaction, and only for those purposes.

- 2.2 We will inform you immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information.

## **3. RETURN OR DELETION OF CONFIDENTIAL INFORMATION**

We will at your request, return to you all papers, CD-ROMs and other formats (other than an electronic format) containing Confidential Information and all Copies that we and any person to whom we have disclosed Confidential Information have made. Where Confidential Information or any Copy exists in electronic format, we and any person to whom we have disclosed Confidential Information shall if you request, delete the electronic files which hold that Confidential Information.

## **4. EXCEPTIONS TO THE OBLIGATIONS IN THIS LETTER**

- 4.1 The obligations as to confidentiality and non-disclosure in this letter do not apply to matters that are within the public domain (otherwise than by reason of a breach of the terms of this letter).

- 4.2 The obligations of confidentiality and non-disclosure do not apply to the extent that disclosure is required by:

- (a) an order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or

- (b) the rules of any stock exchange on which the shares of any company in your group are listed; or
- (c) the laws or regulations of any country with jurisdiction over the affairs of any company within the your group.

**5. DURATION OF THE OBLIGATIONS IN THIS LETTER**

The obligations in this letter will last until we enter into a contract for the Proposed Transaction, or, if we do not enter into such a contract, the obligations will last indefinitely.

**6. ENTIRE AGREEMENT**

This letter is the entire agreement between us and supersedes any arrangement, understanding or previous agreement between us relating to the Proposed Transaction.

Please confirm your agreement to the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully

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Authorised signatory, for and on behalf of

("Seller")

We agree to be bound by the terms of this letter of which this is a copy.

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Authorised signatory, for and on behalf of **FIND AZ (UK) LTD**