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**CONFIDENTIALITY LETTER**

To: [NAME OF INVESTOR ENTITY]

[DATE]

Dear [name of investor entity]

We understand that you wish to investigate the business of [COMPANY NAME] (the "**Company**") in connection with your evaluation of a potential equity investment into the Company (the "**Permitted Purpose**") and that you, your directors and employees, other potential equity providers or other providers of finance and your financial and professional advisers in relation to the Permitted Purpose, (together referred to as the "**Disclosees**"), will need access to certain information relating to the Company (the "**Confidential Information**").

# In consideration of our agreeing to supply, and so supplying, the Confidential Information to you and agreeing to enter into discussions with you, you hereby undertake and agree as follows:

## to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company (except to other Disclosees, subject to paragraph (c) below) without our prior written consent;

##  only to use the Confidential Information for the Permitted Purpose;

##  to ensure that each person to whom disclosure of Confidential Information is made by you is fully aware in advance of the confidential nature of the information and your obligations under this letter and that in the case of other potential equity or finance providers, each such person gives an undertaking in respect of the Confidential Information, in the terms of this letter;

##  upon written demand from us either to return the Confidential Information and any copies of it or to confirm to us in writing that, save as required by law, regulation, professional standards or compliance requirements, it has been destroyed. You shall not be required to return reports, notes or other material prepared by you or other Disclosees or on your or their behalf which incorporate Confidential Information (“**Secondary Information**”) provided that the Secondary Information and any other Confidential Information retained as required by law, regulation, professional standards or compliance requirements is kept confidential;

##  to keep confidential and not reveal to any person, firm or company (other than Disclosees) the fact of your investigations into the Company or that discussions or negotiations are taking place or have taken place between us in connection with the proposed investment; and

##  that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as set out in paragraph 3 below or as may subsequently be agreed in writing.

# Nothing in paragraph 1.1 to 1.6 of this letter shall apply to any information or Confidential Information:

## which at the time of its disclosure is in the public domain;

## which after disclosure comes into the public domain for any reason except your failure, or failure on the part of any Disclosee, to comply with the terms of this letter (or an equivalent confidentially obligation, in the case of a Disclosee);

## which was lawfully in your possession or the possession of a Disclosee prior to such disclosure;

## which is subsequently received by you or a Disclosee from a third party without obligations of confidentiality (and, for the avoidance of doubt, you shall not be required to enquire whether there is a duty of confidentiality); or

## which you or a Disclosee are required to disclose by law or any regulatory or government authority.

# In consideration of the undertakings given by you in this letter, we undertake and agree:

## to disclose Confidential Information to you; and

## to keep confidential and not to reveal to any person, firm or company (other than persons within our group who require access to the Confidential Information, including but not limited to our bankers and professional advisers, and to other Disclosees) the fact of your investigation into the Company or that discussions or negotiations are taking place or have taken place between us.

# No term, condition or provision of this letter shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

# The obligations in this letter will terminate on the earlier of i) the date on which we enter into a legally binding agreement in respect of an equity investment into the Company by you which includes equivalent confidentiality provisions, or ii) the date falling 3 years after the date of this letter.

# This letter shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this letter.

Please indicate your acceptance of the above by signing and returning the enclosed copy of this letter as soon as possible.

Yours faithfully

[NAME OF DIRECTOR]

For and on behalf of [COMPANY NAME]

**We have read and agree to the terms of the above letter.**

Signed by [NAME] )

for and on behalf of )

 )
[NAME OF INVESTOR ENTITY] )

Date: [DATE]