

Name

Company Name

Date

Dear Sir

CONFIDENTIALITY AGREEMENT – Project Splash (“the Company”)

- 1 We understand that you wish to investigate the Company (identity to be disclosed on signing this letter) in relation to a potential sale of the assets of, or shares in, the Company (the “Permitted Purpose”) and that you and other directors of Cable Capital Partners Limited and your 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”).
- 2 In consideration of us and the Company 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:
 - (a) to hold the Confidential Information in confidence for a period of two years and not to disclose or permit it to be made available to any person, firm or company (except to other Disclosees), without our prior written consent;
 - (b) only to use the Confidential Information for the Permitted Purpose;
 - (c) to ensure that each person to whom disclosure of Confidential Information is made by you is fully aware in advance of your obligations under this letter;
 - (d) 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 or regulation, 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 that incorporate Confidential Information (“Secondary Information”) provided that the Secondary Information is kept confidential;
 - (e) 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 Permitted Purpose or that potential investors/acquirers are being sought for the assets of or shares in the Company;
 - (f) that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed.
- 3 Nothing in paragraphs 2 (a) to (f) of this letter shall apply to any information or Confidential Information:
 - (a) which at the time of its disclosure is in the public domain;
 - (b) 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;
 - (c) which is disclosed by us on a non-confidential basis;
 - (d) which was lawfully in your possession prior to such disclosure;

- (e) which is subsequently received by you 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
 - (f) which you or a Disclosee are required to disclose, retain or maintain by law or any regulatory or government authority.
- 4 You agree that no approach of any kind will be made to the following persons unless and until approval is given by us:
- (a) customers, suppliers or any other third party to whom the Company is contracted; and
 - (b) directors, officers or employees of the Company.
- 5 In consideration of the undertakings given by you in this letter we, and our client, undertake and agree:
- (a) to disclose Confidential Information to you;
 - (b) to keep confidential and not to reveal to any person, firm or company (other than persons within our group who need to know, including professional advisers) the fact of your investigation into the Company or that discussions or negotiations are taking place or have taken place between us.
- 6 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 a copy of this letter.

Yours faithfully



Kreston Reeves LLP

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

Signed by: Print: Date: