

<Letterhead>

<Name of the Supplier  
Address  
Telephone  
Fax>

<Date>

Dear Sirs,

We refer to our recent  
("Client") or its Group  
<Name of the Supplier>  
Companies or your  
defined below  
such context  
terms and

<Name of the Client>  
("Client") to be provided by  
you, your Group  
Information (as  
"Purpose"). In  
agreeing to the

1.



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including,  
personal and  
estimates,  
intelligence,  
policies, policies,  
plans and conditions,  
age, inventory, actual  
technical details,  
resources, development,  
technology, techniques, designs,  
specifications, computer  
design, communication networks,  
of whatever description, whether  
property rights, and whether stated as  
being proprietary or confidential, owned by you or your Representatives, on  
or after the date of this letter, including, without limitation, in writing or

orally or in a visual, electronic, magnetic, digital or other form or in any other medium), or pursuant to discussions with any of our Group Companies or Representatives or by any other kind of interaction with any Representatives of our Group Companies;

- (ii) any memoranda, papers, notes, summaries, compilations, studies or other documents in any form created by our Group Companies or our Representatives;
- (iii) any memoranda, notes, summaries, compilations, studies or other documents in any form created by you or your Representatives, or are based on or refer to any of the information described in sub-paragraph (i); and
- (iv) any confidential information described in sub-paragraph (i) or (ii) or information described in paragraph 3.2.

“**P**ermitted Purpose” means the use of the Information by you, your officers, directors, employees, agents, consultants, advisers, bankers, accountants, auditors, legal counsel, and other representatives of your Group



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“**P**ermitted Purpose” means the use of the Information by you, your officers, directors, employees, agents, consultants, advisers, bankers, accountants, auditors, legal counsel, and other representatives of your Group. You shall not use the Information for any other purpose except for the internal use within the scope of the Permitted Purpose, create any copy, extract or memorandum of any of the Information or include any of the Information in any other material for purpose other than the Permitted Purpose, without our prior written consent.

### 3. DISCLOSURE

3.1 Unless with our prior written consent, you shall not disclose the Information to those of your Representatives who are not necessary for the Information to the Permitted Purpose.

3.2 You shall, and shall ensure that each of your Representatives to whom any Information is disclosed, shall use the Information in strictest confidence and use reasonable care to protect the Information as you/they use to protect your/their own proprietary information. You shall ensure that each of your Representatives to whom any Information is disclosed, shall comply with the provisions of this letter, and you shall be responsible for any breach of this letter by your Representatives.

3.3 You shall not, in any form or manner, use the Information for any purpose except for the internal use within the scope of the Permitted Purpose, create any copy, extract or memorandum of any of the Information or include any of the Information in any other material for purpose other than the Permitted Purpose, without our prior written consent.

4. **DISCLOSURE AND ANNOUNCEMENT**

- 4.1 Unless paragraph 4.2 applies, you shall not, without our prior written consent,
- (a) disclose to any person (including our Representatives) in accordance with the terms of this letter); or
  - (b) make or permit to be made, or assist any other person to make a public announcement or disclosure of any information, or

any of: (i) the information to you or your Representatives, or (ii) the information provided and have provided to you or your Representatives, or other facts with respect to the Company, or any of our Group, known as the "Company".

- 4.2 You shall not be required to comply with paragraph 4.1 if you have been notified by us in writing that the information to be disclosed is required to be disclosed by law.



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referred to in this letter. You shall retain all copies of any documents, records, or other information which contains, reflects, or otherwise relates to the information of our Group Company, and shall deliver a signed confirmation of such retention to us upon request or destroyed pursuant to this paragraph.

6. **GENERAL AGREEMENTS**

- 6.1 No right or licence is granted to you or Representatives or any other person in relation to any information set out in this letter.
- 6.2 You acknowledge that damage suffered by you is not an adequate remedy for a breach of this letter and/or breach of confidence and you shall seek the remedies of injunction, specific performance and other equitable remedies in the event of a threatened or actual breach of this letter and/or breach of confidence.
- 6.3 The failure to exercise or delay in exercising a right or remedy provided by this letter, by law or in equity does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy

provided by this letter, by law or in equity prevents further exercise of the right or remedy or the exercise of other right or remedy available to any of our Group Companies, whether contractual, equitable, proprietary or otherwise.

6.4 If any paragraph, provision or term of this letter is declared illegal, invalid or unenforceable under any applicable laws, then the remainder of this letter shall not be affected and, in lieu of any such paragraph, provision or term, there shall be added as a part hereof a substitute paragraph, provision or term that best effectuates the intentions to the extent legally possible.

## 7. EXCEPTIONS

The terms of

7.1 at the time of the execution of this letter by you or

7.2 of all



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8.1 Ent

8.2 Any dispute, including its conclusion, termination thereof, shall be settled by arbitration if it can't be reached between the parties within a date had arisen, then such a dispute shall be referred to the sole jurisdiction.

This letter is for the benefit of the parties and shall be binding solely upon and inure to the benefit of the parties hereto, their successors and assigns. This letter shall have full force and effect for a period of one year from the date of this letter.

If you wish to receive the Information for providing the Proposed Services, please acknowledge your acceptance and agreement to the above terms and conditions by signing and returning the enclosed copy of this letter to us.

Yours faithfully,  
For and on behalf of  
<Name of the Client>

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To: <



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T.  
Date