

CONFIDENTIALITY AGREEMENT BETWEEN:-

_____ **[please insert your company name]**

Project Brazil ("the Company")

and

Paul David Williams and Geoffrey Wayne Bouchier ("the Proposed Joint Administrators")
Both c/o MCR
43-45 Portman Square
London
W1H 6LY

Dear Sirs

1. 1.1 We have requested from the Company and the Proposed Joint Administrators and/or their representatives certain information for the purpose of evaluating the desirability of making an offer to purchase the business and assets of the Company acting by the Proposed Joint Administrators ("the Proposed Acquisition").
- 1.2 Our request relates to certain financial, commercial, technical and other information relating to the Company which comprises information of private, confidential or proprietary nature.
- 1.3 In consideration of the Proposed Joint Administrators making the information referred to in paragraph 1.2 available to us on the terms set out below we irrevocably and unconditionally agree and undertake to the Company and the Proposed Joint Administrators in the terms set out in this Undertaking.
- 1.4 For the purposes of this Undertaking "Confidential Information" shall mean all information, details and data of all kinds (whether written or oral) provided to us by or on behalf of the Company or their respective officers, agents, employees, advisers or representatives (including the Proposed Joint Administrators and their Agents, employees, advisers or representatives in connection with the business, activity, undertaking and assets of the Company and shall include (without limitation) information relating to management, financial, commercial, technical and other arrangements of the Company and affairs of clients, customers and suppliers of the Companies).
- 1.5 "Confidential Information" shall not include information already in the public domain or which falls into the public domain except information which is in or falls into the public domain through any act or omission of us or any of our employees, representatives, clients, agents or advisers in breach of our obligations under this Undertaking.
- 1.6 We will not without the prior written consent of the Proposed Joint Administrators disclose any of the Confidential Information to third parties except (1) to our employees, financing partners or professional advisers to the extent strictly necessary for the purpose of making an offer and completing the Proposed Acquisition and then only under the same conditions of confidentiality as are set out in this letter or (2) to the extent required by law or regulation to be disclosed.

cont'd/...

- 1.7 We will not discuss our investigation or its purpose with any person nor make any use of the Confidential Information save for the purpose of considering with our employees, financing partners or professional advisers whether and, if so, on what terms to make an offer in relation to the Proposed Acquisition and to finance and complete such an acquisition.
- 1.8 We shall not copy or reproduce or make notes of extracts of any of the Confidential Information whether in writing, xerographically, photographically, magnetically, or video or film, optically or in any other manner whatsoever and shall not transmit or communicate any Confidential Information to any person or body without the prior consent of the Proposed Joint Administrators. We will ensure that all copies of our records produced of Confidential Information are maintained in a confidential manner and we will return to the Administrators all original documents provided pursuant to this Undertaking on demand together with a letter confirming that we have not retained any such document or copies of the same and that we have destroyed all notes and records made by us containing Confidential Information.
2. We accept that neither the Company nor the Proposed Joint Administrators nor their respective officers, agents, employees, advisers or representatives make any representation or warranty as to the accuracy or completeness of the Confidential Information and we agree that no such Company or persons shall have any liability to us, our employees, advisers or agents or any person to whom the Confidential Information is disclosed resulting from the use of the Confidential Information.
3. We accept the Proposed Joint Administrators have specifically put us on notice that we must rely absolutely on our own opinions and/or professional advice concerning the Confidential Information and that we would have no remedy under this or any subsequent agreement against the Proposed Joint Administrators having been afforded every opportunity which might reasonably be expected to inspect the Confidential Information, to interview the management of the Company and to obtain such further information as we may require in order to satisfy ourselves fully as to the completeness of the Confidential Information.
4. We accept that the Company is in Administration and that their affairs have consequently been disrupted and are uncertain and that the Proposed Joint Administrators have only very limited knowledge of their affairs, including the Confidential Information.
5. If an offer which may be made in relation to the Proposed Acquisition is rejected, or we decide not to make such an offer, or if having made an offer the Proposed Acquisition is for any reason not completed we and any person to whom the Confidential Information is disclosed agree during the period of discussions or negotiations with the Company and for a period of twelve months after termination of them, not to solicit, interfere with, offer employment to, or entice away from the Company any director, employee, client or prospect client of the Company whether on our own account or on behalf of any person, firm or company.
6. We agree and undertake that we will be responsible for the full performance and fulfillment of these obligations and undertakings by our employees, agents and advisers or any other third parties to whom any of the Confidential Information is disclosed by us as if such parties were also a party to this Undertaking and expressly bound by its terms.

7. We acknowledge and agree that damages would not be an adequate remedy for any breach of the undertakings contained in this Undertaking and the Companies and the Proposed Joint Administrators shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Undertaking.

8. The Proposed Joint Administrators act as agents of the Company and contract without personal liability.

SIGNED for and on behalf of

acting by _____
[Signature]

[Please Print Name]

[Title (eg Director)]

[Date]