**[On the Recipient Letterhead]**

[the Buyer]
[address]

Date:

Dear Sirs

**Project [•]**

We refer to a confidentiality letter signed by [•] (the ***Buyer***) in favour of [•] (the ***Seller***) and the Seller's Group in connection with the proposed acquisition of [the***Company***] (the ***Proposed******Transaction***), dated [•], a copy of which is attached to this letter (the ***Confidentiality Letter***). Words and expressions defined in the Confidentiality Letter shall have the same meaning when used in this letter. In the event of any inconsistency between the terms of this letter and the Confidentiality Letter, the terms of this letter shall prevail.

We confirm that we have been given and have read a copy of the Confidentiality Letter.

We are a Recipient for the purposes of the Confidentiality Letter. In consideration of the Buyer making Information available to us which is subject to the provisions of the Confidentiality Letter, we hereby agree:

(a) to keep the Information confidential in accordance with the terms and conditions of the Confidentiality Letter;

(b) that we will accept and will adhere to the full terms of the Confidentiality Letter as if we had been named as a party to it (albeit in our capacity as a [Finance Provider]), and had agreed to the terms of the Confidentiality Letter directly with the Seller; and

(c) that the terms and conditions relating to the Information set out in the Confidentiality Letter shall apply *mutatis mutandis* to any other information provided to us by or on behalf of the Buyer or any of the Buyer's Affiliates in connection with the Proposed Transaction (including but not limited to any Information concerning the business and operations, commercial activities, suppliers, customers and any other business relations of the Buyer or any of the Buyer's Affiliates (the ***Buyer Information***) and we agree to treat the Buyer Information as if it were Information for the purposes of the Confidentiality Letter.

[For the avoidance of doubt we shall not be required to comply with the obligations set out in paragraph 7.2(b) of the Confidentiality Letter.] [[1]](#footnote-1)

This letter is governed by [English law][[2]](#footnote-2).

Yours faithfully

……………………………………………….

For and on behalf of
[***Recipient***]

1. To be included where Recipient is a Finance Provider or professional adviser. [↑](#footnote-ref-1)
2. Jurisdiction and governing law to correspond with such provision in Confidentiality Letter. [↑](#footnote-ref-2)