**Which one of these three precedents would you start with? Note: Do not rely on, or use, these as real precedents – they are simply training examples!  
   
Precedent 1**

**Agreement**

**Dated**

**Between**

1. [**Full company name**] incorporated and registered in England and Wales with company number [**number**] whose registered office is at [**registered office address**] ("**Discloser**").
2. [**Full company name**] incorporated and registered in England and Wales with company number [**number**] whose registered office is at [**registered office address**] ("**Recipient**").

**Background**

1. The Discloser wishes to [engage/meet with] the Recipient to [insert detail of why the Discloser and Recipient are meeting or why the Recipient is being engaged]. The Discloser is willing to make a preliminary disclosure of certain information relating to the Discloser to the Recipient under conditions of confidentiality.
2. In order to protect the confidentiality of the proprietary information of the Discloser, the parties have agreed to enter into this Agreement.

It is agreed that:

Definitions

"**Confidential Information**"meansall confidential commercial, financial, legal, technical, marketing, sensitive or other information (however recorded, preserved or disclosed and whether marked as confidential or not) disclosed to the Recipient before or after the date of this Agreement including but not limited to concepts, designs, drawings, data, know-how, specifications, process and samples, marketing materials, plans and strategies, customer and supplier lists and including but not limited to the Discloser IP [**include any other categories relevant to the particular deal**];

**"Discloser IP"** [insert details of what the Discloser has created/designed/owns/has in his possession that is going to form the basis of this Agreement] and any Intellectual Property in the same;

"**Intellectual Property**"means any patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Purpose**"[summary of reason for the agreement – e.g. to enable the parties to evaluate whether they wish to enter into a further commercial relationship].

* 1. The Recipient hereby agrees to keep confidential and not to disclose to any third party any of the Confidential Information and undertakes the following additional obligations with respect thereto:

1.1 not to use, exploit, disclose, communicate, publish or record the Confidential Information other than for the Purpose, except as may be agreed in writing by the Discloser;

1.2 not to make any copies of the Confidential Information or any part of it other than [is necessary for the Purpose/as may be agreed in writing by the Discloser] and the Recipient shall clearly mark all such copies as being or comprising the Confidential Information of the Discloser;

1.3 not to disclose the Confidential Information to any other party other than the Recipient's employees who have a need to know such Confidential Information for the Purpose provided that they are first made subject to obligations of confidentiality no less onerous than those accepted by the Recipient in this Agreement;

1.4 to treat any notes made by the Recipient in relation to the Confidential Information provided to the Recipient as subject to the obligations contained herein;

1.5 to keep in a safe, secure and confidential place all materials forming part of the Confidential Information supplied to the Recipient and to take all other reasonable and appropriate steps so to protect the Confidential Information; and

1.6 at the request of the Discloser, or when they are no longer required by the Recipient for the Purpose and in any case on termination or expiry of this Agreement, to return the Confidential Information, including all copies and records thereof, to the Discloser.

* 1. The obligations pursuant to clause 1 shall not apply to any information for which the Recipient can establish by written records that:

2.1 was already known to the Recipient prior to the receipt thereof from the Discloser.

2.2 was already available or subsequently becomes available to the public through no fault or default on behalf of the Recipient.

2.3 has subsequently been legally disclosed to the Recipient by a third party who is not in breach of any obligation of confidence towards the Discloser or any affiliated company of the Discloser.

2.4 is required to be disclosed by law, by any authorised governmental authority or agency, or by a court or other authority of competent jurisdiction provided that, in such circumstances, the Recipient shall have (i) if not prohibited by applicable law, informed Disclosing Party promptly upon becoming aware of the relevant legal requirement; and (ii) first given written notice to the authority requiring the disclosure that the information is the confidential information of a third party.

* 1. Title to all Confidential Information including but not limited to any Intellectual Property which may be disclosed by the Discloser or prepared, conceived or developed by the Recipient pursuant to this Agreement shall at all times remain the property of the Discloser.
  2. Nothing contained herein shall be deemed to constitute, by implication or otherwise, the grant of any licence or other rights in respect of any Intellectual Property owned by the Discloser, including but not limited to the Discloser IP.
  3. The Recipient acknowledges and agrees that the Confidential Information is proprietary to, and a valuable trade secret of the Discloser and any disclosure or unauthorised use thereof will cause irreparable harm and loss to the Discloser. The Discloser shall be entitled to an injunction restraining such breach or threatened breach of this Agreement without showing or proving any actual damage sustained by the Discloser.
  4. [Unless due solely to the negligence of the Discloser, the Recipient shall defend, indemnify and hold harmless the Discloser from all costs, losses and damages including legal fees and court costs incurred by, or claims made against, the Discloser as a result of a breach by the Recipient of this Agreement.]
  5. This Agreement shall last indefinitely.
  6. This Agreement constitutes the whole Agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
  7. The Discloser may at any time upon giving notice to the Contractor, transfer or assign this Agreement (including any benefit or obligations under it) to any other company within the same group of companies. Any reference to the Discloser in this Agreement includes references to the successors or assigns (immediate or otherwise) of the Discloser.
  8. The terms of this Agreement may not be varied save by written agreement between the parties hereto.
  9. This Agreement and any dispute or claim (including non-contractual dispute) arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of New York.  All disputes (including non-contractual disputes) arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of any state or federal court located in New York, New York.

This Agreement has been entered into on the date stated at the beginning of it.

|  |  |  |
| --- | --- | --- |
| **Signed** by [**insert** **name of individual**] duly authorised for and on behalf of [**name of** **company etc.**] |  |  |
|  | [Director] [Secretary] [Authorised Signatory] |
| **Signed** by [**insert** **name of individual**] duly authorised for and on behalf of [**name of**  **company etc.**] |  |  |
|  | [Director] [Secretary] [Authorised Signatory] |

**Precedent 2**

This Agreement is made the

Between

and

Background

1. To enable confidential discussion, and general sharing of information and documentation between [ ] and [ ] that may, or may not, lead to [ ] considering [ ] as a potential supplier for the provision of any goods or services that may be supplied by the potential supplier.
2. This Agreement shall apply to all exchanges of Confidential Information between the parties from the date stated above.

**IT IS AGREED**

# 1 Definitions and interpretation

## 1.1 In this Agreement, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| **“Authorised Persons”** | the officers, employees and professional advisers of the Receiving Party |
| “**Confidential Information**” | all information or data (including oral and visual data and all information or data recorded in writing or in any other medium or by any other method) relating to a party including the fact that discussions are taking place between the Receiving Party and the Disclosing Party, any information relating to a party’s operations, processes, plans, intentions, product information, know how, design rights, trade secrets, software, business affairs, processes and methodologies, clients, all client information (including client company names and individual names). |
| “**Disclosing Party**” | the party that discloses information, directly or indirectly to the Receiving Party under or in anticipation of this Agreement. |
| **“Permitted Purpose”** | the purpose for which the Confidential Information was disclosed to the Receiving Party (as confirmed in writing to the Receiving Party by the Disclosing Party). |
| “**Receiving Party**” | the party that receives information, directly or indirectly from the Disclosing Party. |

# 2 Confidentiality obligations

## 2.1 In consideration of the Disclosing Party providing Confidential Information, at its discretion, to the Receiving Party, the Receiving Party shall:

### 2.1.1 keep the Confidential Information secret and confidential.

### 2.1.2 neither disclose nor permit the disclosure of any Confidential Information to any person, except for disclosure in accordance with clause 3 or 4.

### 2.1.3 not use the Confidential Information for any purpose other than the Permitted Purpose.

### 2.1.4 make only such limited number of copies of the Confidential Information as are required for the Permitted Purpose, and provide those copies only to Authorised Persons.

### 2.1.5 take proper and all reasonable measures to ensure the confidentiality of the Confidential Information.

# 3 Disclosure to Authorised Persons

## 3.1 The Receiving Party may disclose the Confidential Information to those Authorised Persons who:

### 3.1.1 reasonably need to receive the Confidential Information to enable the Receiving Party to achieve the Permitted Purpose;

### 3.1.2 have been informed by the Receiving Party of the confidential nature of the Confidential Information and that the Disclosing Party provided the Confidential Information to the Receiving Party subject to the provisions of a written confidentiality agreement; and

### 3.1.3 have confidentiality obligations to the Receiving Party that are no less onerous than the provisions of this Agreement and that apply to the Confidential Information.

## 3.2 The Receiving Party shall ensure that its Authorised Persons comply with the Receiving Party’s obligations under this Agreement and the Receiving Party shall be liable to the Disclosing Party for any breach of this Agreement by such Authorised Persons.

# 4 Disclosure to court

## 4.1 To the extent that the Receiving Party is required to disclose Confidential Information by order of a court or other public body that has jurisdiction over the Receiving Party, it may do so. Before making such a disclosure the Receiving Party shall, if the circumstances permit:

### 4.1.1 inform the Disclosing Party of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information).

### 4.1.2 ask the court or other public body to treat the Confidential Information as confidential.

### 4.1.3 permit the Disclosing Party to make representations to the court or other public body in respect of the disclosure and/or confidential treatment of the Confidential Information.

# 5 Exceptions to confidentiality obligations

## 5.1 The Receiving Party’s obligations under clause 2 shall not apply to Confidential Information that:

### 5.1.1 the Receiving Party possessed before the Disclosing Party disclosed it to the Receiving Party;

### 5.1.2 is or becomes publicly known other than as a result of breach of the terms of this Agreement by the Receiving Party or by anyone to whom the Receiving Party disclosed it;

### 5.1.3 the Receiving Party obtained from a third-party, and the third-party was not under any obligation of confidentiality with respect to the Confidential Information; or

### 5.1.4 is developed by any of the Receiving Party’s employees who have not had any direct or indirect access to, or use or knowledge of, the Disclosing Party’s Confidential Information.

# 6 Return of information and surviving obligations

## 6.1 Subject to clause 6.2, the Receiving Party shall at the Disclosing Party’s request, and also on termination of this Agreement:

### 6.1.1 destroy or return to the Disclosing Party all documents and other materials that contain any of the Confidential Information, including all copies made by the Receiving Party’s representatives;

### 6.1.2 permanently delete all electronic copies of Confidential Information from the Receiving Party’s computer systems; and

### 6.1.3 provide to the Disclosing Party a certificate, signed by an officer of the Receiving Party, confirming that the obligations referred to in clauses 6.1.1 and 6.1.2 have been met.

## 6.2 As exceptions to its obligations under clause 6.1, the Receiving Party may:

### 6.2.1 retain one copy of the Confidential Information in the Receiving Party’s legal files for the purpose of ensuring compliance with the Receiving Party’s obligations under this Agreement; and

### 6.2.2 retain copies of any documents or material prepared by it or on its behalf where this is necessary for the purposes of prudent record keeping or regulatory and statutory requirements.

## 6.3 Following the date of any termination of this Agreement, or any return of Confidential Information to the Disclosing Party:

### 6.3.1 the Receiving Party shall make no further use of the Confidential Information; and

### 6.3.2 the Receiving Party’s obligations under this Agreement shall otherwise continue in force, in respect of Confidential Information disclosed prior to the date of termination,

in each case without limit of time.

# 7 General

## 7.1 Nothing in this Agreement shall operate to:

### 7.1.1 grant the Receiving Party any licence or rights other than as may be expressly stated in this Agreement;

### 7.1.2 require the Disclosing Party to disclose, continue disclosing or update any Confidential Information;

### 7.1.3 require the parties to negotiate or continue negotiating with the other with respect to any further agreement, and either party may withdraw from such negotiations at any time without liability; nor

### 7.1.4 warrant the accuracy, efficacy, completeness or any other qualities of any Confidential Information.

## 7.2 The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which the parties to this Agreement submit.

Signed by the duly authorised representatives of the parties on the date set out on the first page of this Agreement.

Signed by (name))  
  (title)) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  
For and on behalf of ) )

Signed by (name))  
  (title)) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  
For and on behalf of )  
 )

**Precedent 3**

To: [Name of prospective buyer]

Date: [ ]

Dear [ ]

[ ] (the Company)

We understand that you are interested in exploring the opportunity to [buy all the issued share capital in the Company] from [us] [ ] (the **Transaction**). We [, as agent of [ ] (the **Seller**) and the Company [and its subsidiaries],] will arrange the disclosure to you of certain Confidential Information about the Company [and its subsidiaries], if you accept the following terms and conditions.

# 1 Definitions

In this letter (the **Letter**):

1. **Confidential Information** means:
   1. all information in any form and of any nature about the Transaction or [the Company] [any Group Company] obtained by you or any Named Person from us [, the Seller] or [the Company] [any Group Company], or any of our or their respective officers, employees, agents, representatives or advisers;
   2. all information gained by observation by you or any Named Person at the offices or other premises of [the Company] [any Group Company] about the Transaction or the affairs of [the Company] [any Group Company]; and
   3. all analyses, compilations, studies and other documents prepared by you or any Named Person which contain, reflect or come from the information mentioned in paragraphs (a) and (b) above.
2. [**Group Company** means each of the Company and any subsidiary of the Company.]
3. **Named Person** means any of your officers, employees, agents, representatives or advisers [, or any subsidiary company, associated company or company in which you have a direct or an indirect interest or any officer, employee, agent, representative or adviser of that company].

# 2 Undertakings

In consideration of your receiving Confidential Information, you undertake with us [, the Seller] and [the Company] [each Group Company] that, within [five] years of your countersigning the Letter, you will not, without our prior written consent and [that of the Seller]:

#### disclose any Confidential Information to any person other than, under paragraph 3 below, to those Named Persons directly involved in considering and advising you on the Transaction whose names have been notified to and approved by us [and the Seller];

#### use any Confidential Information for any purpose other than for evaluating the Transaction;

#### disclose to any person, other than to any Named Person involved in considering and advising you on the Transaction:

##### that you are considering the Transaction;

##### that discussions or negotiations about the Transaction may take, are taking or have taken place; or

##### terms, conditions or other facts about the Transaction or its progress;

#### make or procure or allow another person to make an announcement about Confidential Information or the matters referred to in paragraph (c) above;

#### make any copies of or otherwise reproduce in whole or part documents or other media containing Confidential Information; or

#### discuss any Confidential Information with the employees, customers, suppliers, agents or advisers of [the Company] [any Group Company].

# 3 Exclusions

The restrictions in paragraph 2 above do not apply to any information that:

#### (a) when disclosed to you is public knowledge or that later becomes public knowledge (otherwise than because of any default by you or any Named Person in relation to the terms of the Letter);

#### (b) you already know from written records in your possession on the date you countersign the Letter [as long as you did not get it directly or indirectly from us [,the Seller] or [the Company] [any Group Company] or any of our or their respective officers, employees, agents, representatives or advisers];

#### (c) you receive from any third party (as long as you did not get it directly or indirectly in breach of any duty of confidentiality owed to us [,the Seller] or [the Company] [any Group Company]);

#### (d) has to be disclosed or announced by law or order of a court of competent jurisdiction or the regulations of the London Stock Exchange, the Financial Conduct Authority, the Prudential Regulatory Authority, the Panel on Takeovers and Mergers, the Office of Fair Trading, the European Commission or by any equivalent laws or regulations of institutions or other equivalent authorities in jurisdictions outside the United Kingdom, as long as in each case you comply with paragraph 4.1(e) below; or

#### (e) if you and we successfully complete the Transaction, relates solely to the business and affairs of [the Company] [any Group Company].

# 4 Further undertakings

## 4.1 In consideration of your receiving Confidential Information, you further undertake to us [, the Seller] and [the Company] [each Group Company] that you will [during the period referred to in paragraph 2]:

#### (a) tell each Named Person receiving Confidential Information of the restrictions in the Letter;

#### (b) ensure that each Named Person:

##### signs written confidentiality undertakings in this form; and

##### adheres to the terms of the Letter as if he, she or it were a party to it,

##### on the understanding that you are to be jointly and severally liable with each Named Person for any breach of confidentiality that he/she/it may commit;

#### (c) keep a record of the Confidential Information provided under the Letter, where it is held and who is holding it;

#### (d) only contact those of our officers and employees and those of [the Seller and] [the Company] [the Group Companies] that we name from time to time;

#### (e) tell us [, the Seller] and the Company at once if you or any Named Person have to (or if it is reasonably likely that you or they will have to) disclose or announce any Confidential Information in the circumstances set out in paragraph 3(d) above. This will give [us] [the Seller] and the [Company] [Group Companies] the opportunity to seek an appropriate remedy to prevent the disclosure or announcement. [You must at your own cost fully cooperate with [us] [, the Seller] and [the Company] [any Group Company] (including if necessary joining in legal proceedings) if [we or] [any] [either] of them choose[s] to challenge the need to disclose]; and

#### (f) subject to paragraph 4.2 below:

##### (i) stop using and return to [us] [the Seller], on request, all Confidential Information in written form supplied to you or any Named Person that you have not destroyed;

##### (ii) destroy or delete any Confidential Information from any computer, word processor or other similar device in your possession, custody or control or that of any of any Named Person without keeping any copies of that Confidential Information; [and

##### at our request, provide an officer's certificate confirming to [us], [the Seller] and the Group Companies that you have complied with this sub-paragraph]

##### and so that, despite the return or destruction referred to above, the duties in the Letter are to continue in full force.

## 4.2 Paragraph 4.1(f) does not require you to:

#### (a) destroy or delete or return to [us] [the Seller] any Confidential Information in any of your records [or those of a Named Person] that you [or they] are required by law or any regulatory authority to keep; or

#### (b) [destroy or delete computer hard disk back-up copies of any documents if to do so would be disproportionately expensive or would be seriously harmful to the computer system in question. This subparagraph only applies to hard disk copies that are not generally accessible to your employees [or those of the relevant Named Person];].

You must continue to keep confidential and subject to the Letter any information that does not have to be destroyed or deleted.

## 4.3 You further undertake not to try to persuade, directly or indirectly, for [2] years after the date of the Letter any officer or employee of the Seller or [the Company] [any Group Company] to stop working for the Seller or [the Company] [that Group Company] (as the case may be) without the prior written consent of the Seller or [the Company] [that Group Company] (as the case may be).

# 5 No representations or warranties

5.1 You understand and accept that:

#### (a) the Confidential Information does not claim to be comprehensive;

#### (b) no representation or warranty, express or implied, is or will be made; and

#### (c) no responsibility or liability is or will be accepted by us [, the Seller] or [the Company] [any Group Company] or any of our or their respective officers, employees, agents, representatives or advisers as to or about:

##### (i) the adequacy, accuracy, reliability or completeness of Confidential Information; or

##### (ii) the achievement or reasonableness of any projected financial information, estimates or statements about the prospects of [the Company] [any Group Company].

## 5.2 You therefore agree that neither we [nor the Seller] nor [the Company] [any Group Company] nor our or their respective officers, employees, agents, representatives or advisers have any liability to you resulting from the use of Confidential Information by you. This includes liability arising out of negligence or misrepresentation (but not including liability for fraudulent misrepresentation).

## 5.3 Each recipient of Confidential Information considering taking part in the Transaction must make (and will be deemed to have made) its own independent investigation and appraisal of the business, financial conditions, prospects, creditworthiness, status and affairs of the [Company] [each Group Company].

# 6 [Further terms about Confidential Information

## 6.1 In providing the Confidential Information, neither we nor [, the Seller] nor [the Company] [any Group Company] undertake to give you any more information nor to update any information supplied nor to correct any errors in it.

## 6.2 Apart from the limited rights described in the Letter, you accept that neither you nor any Named Person may have any right or licence in the Confidential Information.]

# 7 [No obligation in relation to the Transaction

## 7.1 Our or the Seller's providing information is not, and you may not take it as, any form of commitment [on our part] [the part of the Seller] to go ahead with the Transaction. We [the Seller] may vary or revoke our decision to enter discussions or negotiations about the Transaction, without notice or explanation.

## 7.2 [We are not] [Neither we nor the Seller are] under any duty to accept, review or consider any proposal or offer you may make.

## 7.3 Neither we [nor the Seller] nor [the Company] [any Group Company] nor our or their respective officers, employees, agents, representatives or advisers are under any duty or liability to reimburse you or any Named Person for any loss, damage, cost or expense incurred or suffered in connection with any negotiations, actions or omissions about those negotiations whether or not those negotiations lead to the Transaction taking place.]

# 8 No waiver

Any failure or delay by us [, the Seller] or [the Company] [any Group Company] in exercising any right, power or privilege under the Letter does not operate as a waiver of that right, power or privilege. A single or partial exercise of a right, power or privilege or the exercise of any other right, power or privilege does not preclude any further exercise.

# 9 Breach of the Letter

## 9.1 [Without prejudice to any other rights or remedies we [, the Seller] and [the Company] [any Group Company] may have, you agree to indemnify us [, the Seller] and [the Company] [each Group Company] for any action, claim, cost, loss, liability, expense or damage we or it may suffer or incur from a breach of the Letter by you or any Named Person.]

## 9.2 You agree that [we] [, the Seller] and [the Company] [each Group Company] will have the right, in addition to all other remedies available at law or in equity, to equitable relief, including injunctive relief and specific performance from any court of competent jurisdiction, if there is any breach of the Letter.

# 10 No assignment

The Letter is personal to the parties and is not assignable, except that we [,the Seller] and [the Company] [each Group Company] may assign in whole or in part our or their respective rights under the Letter to the successful buyer of the Company or its business.

# 11 Notices

## 11.1 This applies to all notices and other communications (except formal notices in legal proceedings) between the parties to the Letter (**Notices**). Notices must be in writing.

## 11.2 Notices must be delivered by one of these methods:

#### (a) by hand;

#### (b) prepaid first-class [Recorded Signed For] post;

#### (c) [prepaid International Signed For post (for an address outside the United Kingdom)]; [or

#### (d) fax].

## 11.3 Notices must be addressed to the party to be served at one of the following:

#### (a) if addressed to a company, at its registered office at that time;

#### (b) if addressed to an individual, at the address given at the beginning of this agreement or, if the party to be served has told the other [party/parties] of any replacement address [in the United Kingdom] for Notices, at the replacement address [; or

#### (c) at the fax number given at the beginning of this agreement or, if the party to be served has told the other [party/parties] of any replacement fax number for Notices, at the replacement fax number].

## 11.4 A Notice delivered by hand is effective at delivery. A Notice sent by fax is effective on the next Business Day after the fax was sent. A Notice sent by post is effective:

#### (a) (for national mail) on the [second] Business Day after posting; and

#### (b) (for international mail) on the [fifth] Business Day after posting.

# 12 Rights of third parties

Neither we [nor the Seller] nor [the Company] [any Group Company] intends, and you agree that you do not intend any terms of the Letter to be enforceable by any other person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

# 13 Governing law and jurisdiction

## 13.1 English law governs the Letter and its interpretation. Each party agrees to submit to the [non-] exclusive jurisdiction of the courts of England and Wales to resolve all disputes and differences, including non-contractual disputes, arising out of or in connection with the Letter.

## 13.2 You appoint [ ] of [ ], [England] (marked for the personal attention of [ ] or [ ]) as your authorised agent to accept service of process for all purposes in connection with the Letter.

If you agree the contents of the Letter, please sign and return one copy of it to [us] [the Seller].

Yours faithfully

for and on behalf of the Seller  
for itself and on behalf of [the Company] [each Group Company]

…………………………...............

Director

[or if the Letter is from Seller's financial adviser]

Yours faithfully

for and on behalf of [name of Seller's financial advisers]

for itself and on behalf of the Seller and [the Company] [each Group Company]

...............................................……

Director

To [ ] and [ ]

We agree to the above

…..................................................

for and on behalf of [Name of buyer]

Dated: [ ]