

APPENDIX

To: Brown & Williamson Tobacco Corporation

Gentlemen

We write to confirm that in consideration of your agreeing to disclose to us certain proprietary information of a confidential nature, we undertake as follows:-

1. We will accept and keep such information in confidence and will restrict its distribution to those of our employees who need to know such information for the purpose of [insert purpose of disclosure] and who have been informed of the terms and conditions of this undertaking as to the confidential nature and treatment of the information and directly to comply therewith.
2. The information will be held in confidence and not disclosed to any third parties (including our affiliates) for [a minimum period of five] years from the date of this letter, and we will take necessary and reasonable precautions to prevent any such disclosure during that period, and will destroy or return all copies of such information and of documents incorporating any substantial part thereof as and when requested by you. During the same [ ] year period, we will not use such information for commercial purposes without your prior written consent.
3. The foregoing commitments will not, however, extend to any information disclosed which was publicly known prior to disclosure pursuant to this undertaking as evidenced by written records, or becomes publicly known after such disclosure through no act or failure on our part.
4. Disclosure will not be construed as the grant of any licence, or of any right to use the information except for the purpose stated above.

for and on behalf of

COMPANY X

By \_\_\_\_\_

Ref: opprp/batco/r&d-agre

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**BATCo document for Province of British Columbia 14 April 1999**