

## Stand Alone Confidentiality Agreement

### **Confidentiality Undertaking (the "Undertaking")**

The Receiving Party which has signed this Undertaking has been accepted by the US incorporated company previously identified to the Receiving Party as "Apollo" (the "Company") as a potential underwriter and provider of finance in connection with a term and revolving credit facility of approximately US\$13 billion (the "Facility") to be entered into in connection with the potential offer (the "Offer") by a UK incorporated wholly-owned subsidiary of the Company ("Bidco") to acquire the whole of the issued share capital of the company previously identified to the Receiving Party as "Jaguar" (the "Target").

In the course of its evaluation of obtaining the Facility, the Company has agreed to the Receiving Party having certain confidential information made available by the Company, including, without limitation, material of a technical, operational, administrative, economic, planning, business or financial nature or in the nature of intellectual property of any kind relating to the Company or its affiliates, the Target or its affiliates and/or the Offer (the "Information," which term shall include any information or analysis derived from the Information).

Accordingly, in consideration of the Company making the Information available, whether directly or indirectly, the Receiving Party undertakes and confirms as follows to the Company:

1. It will keep all such Information disclosed to it confidential and will not disclose the whole or any part of it, without the prior written consent of the Company, to any person other than its directors, officers and employees (and legal advisors and other advisors to whom the Company has consented in writing) who in each case need to know the Information for the purposes of evaluating the Company, the Target and/or the Facility and so long as such directors, officers, employees and legal and other advisors shall be informed by the Receiving Party of the confidential nature of the Information and of the provisions of this Undertaking and it shall ensure that they treat such Information confidentially and act as if bound hereby. Because of the highly sensitive nature of the Information, it will limit the disclosure of the Information to the smallest number of persons possible.
2. It shall use the Information only in connection with the potential involvement of the Receiving Party as an underwriter and/or participant in the Facility and not for any other purpose.
3. That it is aware, and that it will advise any of its directors, officers, employees and legal and other advisors to whom any of the Information is disclosed, that it may be illegal for any person who has received from the Company (or any of its advisors) or the Target material, non-public information to deal in, or to encourage others to deal in, securities of the Company, the Target or their respective related companies or to communicate such information to any other person.
4. It will not, without the prior written consent of the Company and will ensure that its directors, officers, employees and legal and other advisors will not, disclose to any

person either the approach to it in connection with, or its interest in, the Facility or the fact that discussions or negotiations are taking or have taken place concerning a possible Offer or the possible underwriting of or participation in the Facility, or any of the terms, conditions or other facts with respect to the Offer and/or the Facility, including the status thereof.

5. It will not, without the prior written consent of the Company and shall ensure that its directors, officers, employees and legal and other advisors will not contact any affiliates, directors, officers, employees, advisors, or representatives of the Company or the Target or any other person in circumstances that are reasonably likely to give rise to suspicions that the Company is considering the Offer or that the Receiving Party is considering underwriting and/or participating in the Facility.
6. In the event that the Receiving Party ceases to consider underwriting and/or participating in the Facility, or at any time, at the request of the Company (whichever occurs first), without prejudice to its other obligations under this Undertaking, it shall return, and ensure that its directors, officers, employees and legal and other advisors shall return, to the Company without delay all Information received, whether written or graphic, and will not retain any copies thereof in whatever form, including electronic, and the Receiving Party shall, and shall ensure that its directors, officers, employees and legal and other advisors shall, destroy all documents, memoranda, notes and other writing in whatever form, including electronic, prepared by it or them based on the Information and to the extent reasonably practicable (and to the extent not to practicable subject to such Information remaining subject to all the obligations under this Undertaking) expunge all Information from any computer, word processor or any other device in its possession.
7. This Undertaking shall not prohibit the Receiving Party or any of its directors, officers, employees or legal or other advisors from making any disclosure of the Information which is necessary in order to comply with a legal obligation to disclose, a lawful subpoena or other legal process binding on it or him or a binding request or direction of, any government department or government regulatory agency, provided in each case that written notice of any such disclosure is given to the Company as soon as practicable and the Receiving Party shall consult and cooperate with the Company on the advisability of taking legally available steps to resist or narrow such disclosure and, if disclosure is required, cooperate with the Company in any attempt that the Company may make to resist or narrow such obligation to disclosure and/or to obtain an order or other reliable assurance that confidential treatment will be accorded to the Information.
8. The Receiving Party agrees that any disclosure of Information to it shall not be deemed to confer upon it any rights whatsoever and such Information shall remain the property of the Company.
9. (i) Paragraph 1 shall not apply to any of the Information which:
  - (a) at the time of being obtained by the Receiving Party is already within the public domain or
  - (b) subsequently comes within the public domain other than by breach by the Receiving Party or by any of its directors, officers, employees or legal or other advisors, of this Undertaking or

- (c) has been or is acquired by the Receiving Party from third party who is rightfully in possession of it and free to disclose it without violating any obligation.
- (ii) In disclosing the Information none of the Company and any affiliate, partner, director, employee, agent or representative of the Company makes any representations or warranties, express or implied, concerning the completeness, suitability or accuracy of the Information and none of the Company or any partner, affiliate, director, officer, employee, agent or representative of the Company shall be under any obligation or liability to the Receiving Party or its directors, officers, employees or legal or other advisors with respect to the Information. If the Receiving Party or its directors, officers, employees or legal or other advisors elect to rely on any of the Information, they do so at their own risk.
- (iii) In this Undertaking, the term "affiliate" means any subsidiary or holding company (or any other subsidiary of that holding company) of, or other body or partnership controlling, controlled by or under common control with the Company.
10. The Company shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Undertaking and the Receiving Party shall not oppose the granting of such relief. Further, the Receiving Party agrees to indemnify the Company for any costs, claims, damages, losses or liabilities of whatsoever nature arising directly or indirectly from any breach of its obligations hereunder or efforts to enforce such obligations.
11. No failure or delay on the part of the Company in exercising any right, power or privilege conferred by this Undertaking shall operate as a waiver of either that right, power or privilege, or of this Undertaking as a whole. No single or partial exercise of any right, power or privilege shall preclude any further exercise of that right, power or privilege.
- If any obligation arising from the Undertaking shall be held unenforceable or illegal, in whole or in part for whatever reason, the enforceability of the rest of the obligations under this Undertaking shall be unaffected.
13. This Undertaking shall be governed by and construed in accordance with laws of the State of New York.

Signed:

For and on behalf of  
(the "Receiving Party")

Dated \_\_\_ April 1999