

[]

and

OCADO GROUP PLC

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated the last in time of the dates set out by the execution blocks at the end of this agreement.

Parties

- (1) [] incorporated and registered in [] under registered number [] whose registered office is at [] ("[]"); and
- (2) **Ocado Group plc** incorporated and registered in England and Wales with company number 07098618 whose registered office is at Buildings 1 & 2, Mosquito Way, Hatfield, Herts. AL10 9UL ("**Ocado**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement:

"Affiliate" means any person directly or indirectly controlled by, which directly or indirectly controls or is under common direct or indirect control with, the relevant party.

"Confidential Information" means all information (however recorded, preserved or disclosed) disclosed by a party or its Representatives to the other party or its Representatives whether before, on or after the date of this agreement (including the existence of this agreement and of the Purpose), but excluding any information that:

- (a) is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this agreement or of any other undertaking of confidentiality;
- (b) was, is or becomes available to the Recipient on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (c) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or
- (d) the parties agree in writing is not confidential or may be disclosed.

"Disclosing Party" means a party who, directly or indirectly (including through its Representatives), discloses or makes available Confidential Information to the other party or its Representatives.

"Purpose" means the discussion, consideration, evaluation and, if relevant, implementation of opportunities for the parties or their Affiliates to work together.

"Recipient" means a party which receives or obtains directly or indirectly (including through its Representatives) Confidential Information.

"Representatives" means, in respect of a party, its Affiliates and such of its and their employees, officers and advisers as need to know the Confidential Information for the Purpose.

1.2 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. OBLIGATIONS OF CONFIDENTIALITY

- 2.1 Each Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall not, and shall procure that its Representatives shall not:
- 2.1.1 use or exploit the Confidential Information in any way except for the Purpose;
 - 2.1.2 disclose or make available to any third party, or generally announce or make public, the Confidential Information, in whole or in part, except as expressly permitted by this agreement; or
 - 2.1.3 copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose.
- 2.2 Each Recipient may disclose the Disclosing Party's Confidential Information to its Representatives, provided that such Representatives owe the Recipient a duty of confidentiality in respect of the information disclosed.
- 2.3 A party may disclose Confidential Information (publicly or otherwise) to the extent required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as is reasonably practicable and takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 2.4 No party shall make use of the other party's names or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

3. RETURN OR DESTRUCTION OF INFORMATION

- 3.1 At the request of the Disclosing Party (which request may be made before or after the termination of this agreement), the Recipient shall (at its election):
- 3.1.1 return to the Disclosing Party or destroy all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information; or
 - 3.1.2 erase from its computer systems all the Disclosing Party's Confidential Information which is stored in electronic form (to the extent possible).
- 3.2 If it is not possible to erase completely any of the Disclosing Party's Confidential Information in accordance with clause 3.1.2, the Recipient shall continue to be bound by this agreement in respect of such information, without limit in time.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 4.1 All Confidential Information shall remain the property of the Disclosing Party. Each party reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a party's Confidential Information are granted to the other party and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement.

- 4.2 Except as expressly stated in this agreement, no party makes any express or implied warranty, representation or undertaking concerning its Confidential Information or its accuracy or completeness.
- 4.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Purpose.
- 4.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including, without limitation, injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.
- 4.5 The Recipient shall be liable to the Disclosing Party for the actions or omissions of the Recipient's Representatives under this agreement, as if they were the actions or omissions of the Recipient.

5. STANDSTILL OBLIGATION

- 5.1 The provisions of this clause 5 shall apply while negotiations or discussions regarding the Purpose are taking place and during the period ending one year after the date that either of the parties confirms to the other in writing that it considers such negotiations or discussions to have ended.
- 5.2 A party shall not and shall procure that its Representatives shall not, either alone or with other persons, directly or indirectly without the other party's prior written consent:
 - 5.2.1 acquire, offer to acquire or announce an intention to do the same, or procure or induce any other person to acquire, offer to acquire or announce an intention to do the same, any interest of any kind whatsoever in the securities of the other party or its Affiliates or enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which it or any other person may acquire, offer to acquire or announce an acquisition or an offer to acquire, such an interest; or
 - 5.2.2 enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any securities in the other party or its Affiliates.
- 5.3 The restrictions in clause 5.2 shall not apply:
 - 5.3.1 so as to prevent any advisers of either party from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, a party, its affiliates or anyone else in receipt of Confidential Information; or
 - 5.3.2 from the time any offer by either party or its Affiliates for all or part of the share capital of the other party or any of its Affiliates is publicly announced, provided that at the time of such announcement, such offer is recommended by the directors of the other party; or

5.3.3 from the time any offer, or any possible offer, by a third party (not acting in concert with either party or either party's Affiliates) for all or part of the share capital of the other party or its Affiliates is publicly announced, provided that such offer is recommended by the party's (or relevant Affiliate's) directors.

5.4 [] acknowledges that the Confidential Information may (in whole or in part) constitute inside information in respect of Ocado for the purposes of applicable law relating to unpublished, price-sensitive information which it and its Representatives may have as "insiders" for the purposes of such laws. [] is aware of and shall comply with, and acknowledges that it is responsible for ensuring that its Representatives are aware of and comply with, the obligations under all applicable law relating to unpublished, price-sensitive information to which it or they are subject.

6. NON-SOLICITATION

6.1 Subject to clause 6.2, during the Relevant Period, a party will not directly or indirectly solicit, endeavour to entice away from his current employment, encourage to breach his current employment or consultancy, or offer to employ or to enter into any contract for services with any person who is at any time during those discussions working for the other party or its Affiliates (whether as an employee or consultant or independent contractor) either in a senior capacity or directly engaged in the discussions relating to the Purpose, whether or not that person would commit any breach of his or her contract by ceasing to work for the other party.

6.2 Nothing in clause 6.1 will prevent a party from considering and accepting an application made by any such person or employee in response to a recruitment advertisement published generally and not specifically directed at the other party's employees or which was not solicited by the relevant party.

6.3 For the purposes of clause 6, "**Relevant Period**" means the period while negotiations regarding the Purpose are taking place and the period of two years after termination of this agreement.

7. TERM AND TERMINATION

7.1 If a party decides not to become, or continue to be, involved in the Purpose with the other party it shall notify the other party in writing. The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of four years from the date on which the parties agree to terminate discussions pursuant to this agreement.

7.2 Termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.

8. NO WAIVER

8.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

8.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

9. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement. No counterpart shall be effective until each party has executed at least one counterpart.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 10.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by _____)
 For and on behalf of _____)
Ocado Group plc) _____

Date: _____

Signed by _____)
 For and on behalf of _____)
[]) _____

Date: _____