



CONFIDENTIALITY AGREEMENT

In consideration of you disclosing to us on your own behalf and on behalf of the vendors any information concerning any business introduced by you, we undertake both to you and the vendors that we shall:

1. Treat the information as being strictly private and confidential and shall take all precautions to maintain its status as such.
2. Use and apply the information solely for the purpose of evaluating the business with a view to acquisition of that business.
3. Not at any time to disclose or otherwise make available to any third party any of the information other than:
 - a) to those of our officers and employees who are required by us in the course of (and solely for the purpose of) such evaluation to receive and consider the information; and:
 - b) to our professional advisors (as may be notified to you) and we agree that any such disclosure to them is on the basis that such officers, employees and advisors are made aware of and accept the strict provisions of this undertaking.
4. We shall, upon receipt of a written demand from you, immediately return the information together with any copies in our possession or that of our professional advisors. We shall at all times keep a full and accurate record of all copies made of the information and of those persons who have access to it, and we shall provide you with copies of such records promptly upon request. The 'information' shall include records or copies of the information, in whatever medium and all reports or analyses of the information or based on or derived from it.
5. Our obligations under the above shall not apply to any information:
 - a) which is public knowledge at the date of disclosure to us by you or subsequently becomes public knowledge through no act or failure to act on our part;

- b) which is known to us at the date of disclosure to us by you and is not subject to any restriction on disclosure imposed by a third party; and
 - c) which is disclosed to us by a third party after the date of disclosure by you and is not the subject of any restriction on disclosure imposed by that third party.
6. We hereby confirm that we are acting in this matter as principal and not as agent or broker for any other person.
7. We hereby confirm that:
- a) no contact, direct or indirect, will be made by us with an executive or member of staff of the Company other than in the normal course of business or until expressly authorised by you;
 - b) save as required by law or by the regulations of any recognised Stock Exchange, no announcement shall be made by us concerning the proposed transaction or any discussions in connection with it without your prior written approval; and
 - c) we will not, for a period of one year from completion of our evaluation, solicit any executive or member of staff of the Company with a view to offering them employment, whether directly or indirectly.
8. We acknowledge that you have compiled the information contained in the report in good faith. However, it has not been independently verified by you and we shall not rely on the information as statements or representations of fact and will satisfy ourselves as to the correctness of each of them.
9. We further agree that:
- a) Sterling Business Sales shall not have responsibility for errors contained in the report, for any omissions from it or any error in any subsequent information which may be made available;
 - b) the report does not, and is not intended to constitute, and shall not be interpreted as, an offer for sale, prospectus, invitation to subscribe for shares or debentures in the Company or the basis of a contract.
10. This agreement is governed by and shall be construed in accordance with English law.

SBS Reference:

Contact Name:

Position:

Company Registration Number:

Address:

Postcode:

Telephone:

Mobile:

Email:

Additional Information:

(details of any recent acquisitions, summary of interest, proposed funding and any other relevant information – please attach any supporting documentation)

Signature:

Date:

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