



Confidentiality Agreement

Strictly Private and Confidential

Active Business Sales
Hillcrest
Red Lane
Burton Green
Kenilworth
Warwickshire
CV8 1PB

Date

Dear Sir,

PROJECT Reference Number [.....] (The Company)

1. In consideration of the disclosure to us of financial statements and other information of a confidential nature concerning the company (the information) we undertake to you and the company that we will:
 - a) Use and apply the information solely for the purpose of evaluation with a view to purchase or investment in the company;
 - b) keep permanently confidential all the information supplied to us;
 - c) Not dispose of or destroy any of the information supplied to us;
 - d) not at any time disclose or otherwise make available to any third party any of the information other than to:-
 - i) those of our officers who require in the course of (and solely for the purpose of) such evaluation to receive and consider the information (and we shall ensure that such officers and employees are made aware and accept the provisions of this agreement); and
 - ii) Our professional advisors and we shall ensure that such advisors and their staff are made aware of and accept the provisions of this agreement.
2. We shall upon receipt of a written demand immediately return the information together with any copies in our possession or that of our professional advisers and all other agents and servants. We will 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 copies of such records promptly on request. The information shall include records or copies of the information, in whatever media and all reports or analyses of the information or based on or derived from it.
3. Our obligations under the above paragraphs shall not apply to any information;
 - a) Which is public knowledge at the date of disclosure to you or subsequently becomes public knowledge through no act on our part,
 - b) Which is already known to us or subsequently becomes known to us from a third party who to our knowledge owes no obligation of confidence to the company and we show the same to be the case from our written records and/or other data.
4. Our obligations of confidence will not apply in respect of any of the information which we are required to disclose;
 - a) By law; or
 - b) on discovery in any legal proceedings; or
 - c) in response to any subpoena or investigative demand whether under the companies acts or otherwise.
5. We hereby confirm that we are acting in this matter as principal and not as agent or broker for any other person.
6. We hereby confirm that;
 - a) no contact, direct or indirect, will be made by us with any executive or member of staff of the company nor will any attempt to solicit information regarding the company from such persons be made other than in the normal course of business until expressly authorised by you; and that
 - b) save as required by any applicable law, rule or regulation or any competent authority, no announcement shall be made by us concerning the proposed transaction or discussions in connection with it without your written approval; and that

c) in consideration off Gold Corporate Services Ltd providing information regarding the company we undertake, not to proceed with negotiations in such a way as to exclude your inter-mediation; and that
d) we will not for a period of one year from the completion of our evaluation, solicit any executive or member of staff off the company with a view to offering them employment, whether directly or indirectly.

7. The information has been provided to you in good faith. How ever, it has not been independently verified and intending purchasers/investors should not rely on the information as statements or representations of fact and must satisfy themselves as to the accuracy and correctness of each of them.

8. We further agree that;

- a) you or the company will not have responsibility for errors contained in the information or any omission from it, or any error in any subsequent information which may be made available; and
- b) we will indemnify the company and its directors and agents in respect of any claim brought against them (including any claim alleging negligence) by whomsoever arising out of any authorised disclosure. Such indemnity shall extend to the costs of defending any such claim.
- c) the information doe snot and is not intended to form the basis of any contract for the sale of the share capital of the company and does not form an offer for sale.

9. We agree not to issue, cause to be issued, or make the information available to anyone else other than as mentioned in this letter or in the information.

10. The invalidity, illegality or unenforceability of any provision of this agreement shall not affect the continuation in force of the remainder of this agreement.

11. This agreement is governed by and shall be constructed in accordance with the English Law.

Yours Faithfully

Signed by Authorised officer

Print Full Name

We agree to be bound by this agreement, for and on behalf of;

Company

Registered Office Address

.....

.....

Return to Active Business Sales - Fax 01926 815143 Original in Post Please

Active Business Sales is a trading name of Gold Corporate Services Ltd