

Dear Sirs,

Confidentiality undertaking

1 We understand that you, Michael Heaven & Associates Ltd ("the Agent") have been appointed as selling agent by the vendors of your client ref. **319077** ("the Business"). We request you to supply confidential information (the "Information") owned by and concerning the Business to enable us to consider acquisition of the Business for the purpose of our own business activities. In the event that the Business is vested in a company, we intend our purchase to comprise the whole of the voting share capital.

2 We understand and agree that the Information includes:

- both oral and written disclosures concerning the Business.
- the identity of your clients, the Business and/or any company in which it may be vested.
- the information that the Business may be available for sale.
- the existence or nature of any discussions or negotiations concerning a possible sale of the Business

3 We understand and accept the risks of investment in private businesses and companies. Should we wish to proceed, we will obtain professional advice.

4 We agree that:

- all the Information has been prepared by or for the directors or principals of the Business and that they are solely responsible for its accuracy and completeness
- documents prepared by the Agent have been approved by the directors or principals of the Business
- the Agent has not advised or offered to advise us on this matter
- the Agent provides no guarantee, warranty, representation or recommendation concerning the Business.

5 We undertake both to you and your principals that we shall:

- treat such Information as is not in the public domain as being strictly private and confidential and shall take all precautions to maintain its status as such
- use and apply the Information solely for the purpose of evaluating our proposed acquisition
- not at any time disclose or otherwise make available to any third party any of the Information other than:
 - to those of our officers or employees who are required, solely for the purpose of the evaluation, to receive and consider the Information, on condition that they are made aware of and accept the strict provisions of this undertaking
 - to such of our professional advisors as may be advised to you
- not in any circumstances whatsoever, except as specifically permitted by this agreement or with the prior written agreement of your clients, disclose or otherwise make available any of the Information to any consultant, subcontractor, commission agent (whether employed by us or not), business partner or associate, trading partner (whether corporate or individual), or other business contact of whatsoever nature.
- upon written request:
 - return the Information together with any copies in the possession either of ourselves or of our advisors.
 - delete or destroy any partial or full copy of the Information, or any reference to the Information or the Business, held in electronic form on any computer or storage device or medium in our possession or under our control.
- make no approaches of any kind for a period of three years from today's date to the staff, customers or suppliers of the Business without your knowledge and written authority
- not circumvent or deal directly with the Agent's clients or intermediaries either in relation to this proposed transaction or in the future without the written agreement of the agent.

6 We undertake:

- to negotiate with your clients exclusively via your agency and mediation.
- to inform you promptly (and at all times hereafter keep you informed) of the documents information and access provided by your clients to us and the progress and status of all enquiries, negotiations, offers or due diligence activities.
- to disclose to you in writing (and provide copies which shall be and remain your property) all information, notes, minutes, memoranda or other documents in our possession or control (whether in soft or physical form) relating to evaluation or acquisition of the Business.

7 We confirm that we have access to funds sufficient to acquire the Business at an approximate valuation of **£1,700,000**.

8 We shall use all reasonable endeavours to ensure that the terms of any introductory fee between the Agent or its associates and the Business (or the vendors of the Business) are met without let or hindrance whether our investment takes the form of direct purchase of the assets of the Business or the shares of a company in which it may be vested or of any other company or vehicle set up or used for the purpose of acquiring the Business.

9 We agree that each recipient of the Information, whether individual or corporate, shall be jointly and severally liable to you and your clients for any loss arising out of any breach by any one recipient, of any of the terms of this agreement.

10 In entering into this undertaking the signatories bind both themselves as individuals and such companies and/or businesses of which they may be partners, directors, quasi- directors, officers, employees, shareholders or investors.

11 This undertaking is governed by and shall be construed in accordance with the laws of England, and the parties hereto agree irrevocably to submit to the non-exclusive jurisdiction of the English Courts.

Yours faithfully,

Signature

Name (please print)

Date

Position

Company/business name

Telephone

Fax

Mobile

Address

Email

Please sign and complete the contact details above, and return this letter by post or by fax to 01214561127