

STRICTLY PRIVATE & CONFIDENTIAL







Dear Sirs,

We write to record the basis upon which we will make available to you confidential information in respect of a potential business partnership and the underpinning information and working agreements to which we would work in partnership. This letter sets out the terms upon which any such information is to be made available to either party.

1. *For the purpose of this letter the Confidential Information is the property of the Company and is defined as follows:*
 - a. information of whatever nature relating to the Company, its current and proposed working practices and its shareholders.
 - b. analysis, compilations, studies, business plans, proposals and other documents prepared by us which contain or otherwise directly reflect or are generated from any such information as is specified in paragraph 1(a) above; and
 - c. the contents of this letter.
2. *The obligations set out in the letter do not apply to:*
 - a. confidential information which is already in the public domain in the form supplied or after disclosure by or on behalf of the Company comes into the public domain, otherwise than by reason of a breach of this undertaking,
 - b. confidential information which was in your possession prior to it being furnished to you by or on behalf of the Company; or

- c. confidential information which we are required to disclose by law, court order or by order of any regulatory body to which we are subject.
3. *In consideration of the confidential information being made available you undertake with the Company that you will:*
- a. use the Confidential Information only for the purpose of evaluating the Company with a view to accepting an offer of working in partnership or under a commercial arrangement to be decided.
 - b. treat as private and confidential all confidential information received at any time by yourselves;
 - c. only make available Confidential Information to those who have a need to know for the purpose of considering the Prospective Agreement, subject to you first procuring that in advance of disclosure the recipient is bound to observe obligations of confidentiality equivalent to those entered into by you in this letter;
 - d. not to use any of the Confidential Information directly or indirectly to approach or solicit customers, partners, associates or employees of the Company or any subsidiary nor disclose to such customers or employees of the Company or any subsidiary or any of them that the Confidential Information is being provided to you. You further undertake that you will not use the Confidential Information for any commercial purpose or benefit, except in regard to the Prospective Agreement.
 - e. not at any time, without the prior written consent of the Company:
 - f. disclose or reveal the Confidential Information to any person or other party whatsoever, other than your advisers which we may reasonably consider need to receive and consider our offer;
 - g. disclose to any person the fact that discussions or negotiations are taking place between yourselves and the Company; or
 - h. copy, reproduce, distribute or pass to others the Confidential Information in whole or in part.
 - i. bring to the attention of your advisers and agents who are in or acquire possession of confidential information the absolute need for secrecy.
4. *We reserve the right in sole and absolute discretion to:*
- a. refuse to supply any information requested by or on behalf of yourselves with the understanding that this may result in the termination of any negotiation and the withdrawal of any previously submitted proposal; and



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b. reject any or all proposals made to the company, and to terminate discussions and negotiations with you at any time without giving any reasons therefore.

5. *You accept that the Confidential Information has been supplied at your request and without verification and that the Company does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. You agree that no member of the Company or any of their respective Directors, Employees, Advisers and Agents shall have any liability to you and your Advisers or Agents resulting from the use of the Confidential Information.*



The rights and obligations set out in this letter shall be governed by and construed in accordance with English law. Both parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts for the purpose of hearing and determining any dispute arising out of this letter of the matters referred to herein and for the purpose of enforcement.

Would you kindly confirm your agreement with the contents of this letter by signing the enclosed copy and returning it by post to:

Approach Sales Services Ltd
1-27 Bridport Street
Liverpool
Merseyside
L3 5QF

Yours faithfully

If you could insert your name to the left with your company name below please

 _____
Agreed and accepted for and on behalf of:  _____

 _____  _____  _____  _____
[Director] [Signed] [DoB] [Date]

