

Please complete in BLOCK CAPITALS

Full Name

Title Mr Mrs Miss Ms Other

Position If applicable

Business Name

Company Number

Address

Town/City

County

Postcode

E-Mail

Website

Telephone

Mobile

Fax

I/we would like further information regarding the business recently marketed by Lucas & Weston Ltd as for sale, referred to as Project:

We understand that in relation to the potential sale (the Permitted Purpose) your directors and employees, other potential syndicate members or other providers of finance and your financial and professional advisers (together referred to as the Disclosees), will need access to certain information relating to the Business (the Confidential Information).

1. In consideration of our agreeing to supply, and so supplying, the Confidential Information to you and agreeing to enter into discussions with you, you hereby undertake and agree as follows:
 - 1.1 to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company (except to other Disclosees), without our prior written consent;
 - 1.2 only to use the Confidential Information for the Permitted Purpose provided that on being notified by us that the proposals concerning the Permitted Purpose have lapsed, you may approach the Business (or its advisers) with separate proposals and we acknowledge that in so doing you may have regard to the Confidential Information provided;
 - 1.3 to ensure that each person to whom disclosure of the Confidential Information is made by you is fully aware in advance of your obligations under this letter and that, in the case of other potential syndicate members, each such person gives an undertaking in respect of the Confidential Information, in the terms of this letter;
 - 1.4 upon written demand from us either to return the Confidential Information and any copies of it in whatever form or to confirm to us in writing that, save as required by law or regulation, it has been destroyed. You shall not be required to return reports, notes or other material prepared by you or other Disclosees or on your behalf or their behalf which incorporate Confidential Information (Secondary Information) provided that the Secondary Information is kept confidential;
 - 1.5 to keep confidential and not reveal to any person, firm or company (other than Disclosees) the fact of your investigations into the Business or that discussions or negotiations are taking place or have taken place between us in connection with the proposed transaction or that potential acquirers are being sought for the Business; and
 - 1.6 that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed in writing.
2. Nothing in paragraph 1 of this agreement shall apply to any information or Confidential Information:
 - 2.1 which, at the time of its disclosure, is in the public domain;
 - 2.2 which, after disclosure, comes into the public domain for any reason except your failure, or failure on the part of any Disclosee, to comply with the terms of this letter;
 - 2.3 which is disclosed by us or the Business, its proprietors, employees or advisers on a non-confidential basis;
 - 2.4 which was lawfully in your possession prior to such disclosure;
 - 2.5 which is subsequently received by you from a third party without obligations of confidentiality (and, for the avoidance of doubt, you shall not be required to enquire whether there is a duty of confidentiality); or
 - 2.6 which you or a Disclosee are required to disclose, retain or maintain by law or any regulatory or government authority.
3. In consideration of the undertakings given by you in this agreement, we undertake and agree:
 - 3.1 to disclose Confidential Information to you; and
 - 3.2 to keep confidential and not reveal to any person, firm or company (other than persons within our group who need to know, the Business and professional advisers) the fact of your investigation into the Business or that discussions or negotiations are taking place or have taken place between us.
4. This agreement shall be governed and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement.
5. The obligations in this agreement will terminate on the expiry of 12 months from the date of this agreement.

Terms of introduction and information
 You understand that Lucas & Weston Ltd, or the vendor cannot guarantee the accuracy of any information provided. You agree that all interest, requests for information or offers will be addressed directly to Lucas & Weston Ltd. You agree that no direct contact with the vendor will be carried out by you unless given express permission by Lucas & Weston Ltd.

Please indicate your acceptance of the above by filling in, signing and returning (in hard copy form NOT by fax) the enclosed copy of this Non-Disclosure Agreement/Confidentiality Undertaking, as soon as possible.

I/we have read and agree to the terms of the agreement and the clauses above:

Signed Date

For and on behalf of

Company

Position

Please return **FULLY COMPLETED** form **BY POST** or **E-MAIL** to: Lucas & Weston Ltd, 16 Lower Camden Place, Bath, BA1 5JJ.

Any opinion given is intended for use in conjunction with your normal regulated professional advisors. All comments or information provided should be verified. This document is NOT to be regarded as an advertisement for investment business (regulated by the Financial Services Act 1986). If you are not considering purchasing a controlling interest in the above business, you should return this document and ignore its contents.