

COMPANY NON-DISCLOSURE AGREEMENT

This Company Non-Disclosure, hereinafter called the 'Agreement', is between _____, hereinafter called the 'Recipient' and Momentum Partnership Limited, hereinafter called the 'Intermediary' in respect of information to be provided to the recipient concerning the company for sale, hereinafter called the 'Company'.

As a condition, the Recipient agrees to treat any information concerning the Company, which is furnished to the Recipient, by the Intermediary, as confidential and to take, or abstain from taking; specific actions as set out below:

1. The Recipient recognises and acknowledges the competitive value and confidential nature of internal, non-public, financial, and client information now and hereafter furnished or obtained by the Intermediary or its representatives, as well as the damage which could result to the Company if any of this information is disclosed to any third party.
2. The Recipient hereby agrees that any and all confidential or proprietary information will be used solely for the possible acquisition of the Company and that the Recipient or its directors, officers and employees will not disclose to any third party any of the material now or hereafter received or provided, however, that any such information may be disclosed to the Recipient's accountants, attorneys and other confidential advisers who 'need to know' such information for assisting in the possible acquisition and furthermore will be advised by the Recipient of the confidential nature of such information.
3. In addition, unless there is the written consent of the Company, the Recipient will not, and nor will their representatives or advisers, disclose to any third party the fact that discussions or negotiations are taking place concerning the possible acquisition of the Company, including the status thereof except as the Recipient may be required by law or in any shareholder agreement. Furthermore, no disclosure or information will be sought from any person or the staff of the business without prior authorization from the Company.
4. In the event that the Recipient does not proceed with an offer or the acquisition of the Company, within a reasonable time, the Recipient shall promptly return to the Company all information and materials containing or reflecting the information of the Company and will not retain any copies, extracts or other reproductions of such information. This includes, but is not limited to, all documents, memoranda, notes and other writings prepared by the Recipient and their advisers based on the information and shall also be returned to the Company unless the Company agrees that they may be retained by the Recipient, in which case they shall be kept confidential and not disclosed or given to any third party for any purpose.

Momentum Partnership Ltd.

Head Office: Unit 3, New Inn Bridge Estate, 998 Foleshill Road, Coventry, CV6 6EN.

Registered: The Dene, Appleby Road, Kirkby Stephen, Cumbria. CA17 4PD.

Registered in England Number 3450065. VAT: GB 715 0299 48

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Telephone: 0247666 2004 **E-mail:** sales@momentumpartnership.com

Website: www.momentumpartnership.com



5. Furthermore, in the event that the Recipient does not proceed with an offer or the acquisition of the Company, the Recipient shall not use any of the non-public information now or hereafter received or obtained from any vendor of the Company (or any related entity) with respect to any of the financial affairs of the Company in furtherance of the Recipient's own business (except in negotiations of this transaction), or the business of anyone else, whether or not in competition with the Company, or for any other purpose whatsoever, with the Recipient further agreeing to not solicit or entice away from the business of the Company, or any related entity or person who was an employee of the Company, including any related entity at any time during the period during which the Recipient receives confidential information for a period of 12 months from the date of this Agreement.
6. All confidential and proprietary information furnished to the Recipient by the Company after the date hereof shall be subject to the terms of this Agreement.
7. The provisions of this Agreement shall be binding, including but not limited to, any subsidiary and/or an affiliated company of the Recipient, and shall comply with the provisions of this Agreement as if they were bound by the same provisions. This Agreement shall be governed and construed in accordance with UK laws and the Recipient shall submit to the jurisdiction of the courts.

The Recipient acknowledges that by signing this agreement to hold all matters strictly confidential and abide by all the terms and conditions of this agreement.

Signature:

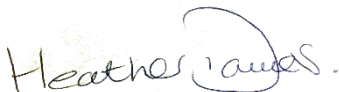
Print Name:

Capacity of signatory

Date:

On behalf of the Recipient

Signature:



Print Name:

H Davies

Authorised signatory on behalf of Momentum Partnership Limited

Date:

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