

TWO WAY CONFIDENTIALITY AGREEMENT P1 of 2

Date:/...../.....

1. Kensington Brokers Ltd of 1st Floor, 47 Bury New Road, Prestwich, Manchester M25 9JY
(Facsimile No. 0161 798 7888 | E-mail address kensington@fd.ltd.uk)

2. [] of []
(Facsimile No. [] | E-mail address [])

The parties may each have disclosed and may wish to further disclose certain information of a confidential nature to each other and wish to protect such information on the following terms.

1. Definitions

"Purpose" means any discussions and negotiations between or within the parties concerning or in connection with the potential establishment of a business relationship for the purpose of a sale, merger or acquisition of a third party business.

"Confidential Information" means any information or data of a confidential or commercially sensitive nature including, without limitation, that relating to a party's business or affairs (including but not limited to information ascertainable by the inspection or analysis of samples) disclosed whether in writing, orally or by any other means by that party ("the owner") to the recipient party or by a third party on behalf of the owner, whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which:

- i) is or becomes common knowledge without breach of this Agreement by the recipient party;
- ii) the recipient party can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the owner;
- iii) the recipient party obtains or has available from a source other than the owner without breach by the recipient party or such source of any obligation of confidentiality owed to the owner.

2. Handling of Confidential Information

- i) The recipient party shall maintain the owner's Confidential Information in confidence and shall exercise in relation to such Information no lesser security measures and degree of care than those which the recipient party applies or would apply to its own Confidential Information which the recipient party warrants as providing adequate protection against unauthorised disclosure, copying and use.
- ii) The recipient party shall ensure that its disclosure of the owner's Confidential Information is restricted to those employees and/or professional advisors of the recipient having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the owner. All Confidential Information and copies thereof shall be returned to the owner within [14] days of the date of a written request to do so.

TWO WAY CONFIDENTIALITY AGREEMENT P2 of 2**3. Limitations and warranty**

- i) The recipient party shall:
 - a) not divulge the owner's Confidential Information, in whole or in part, to any third party;
 - b) use the same only for the Purpose; and
 - c) make no commercial use of the same or any part of it without the prior written consent of the owner.
- ii) Notwithstanding the foregoing, the recipient party shall be entitled to make any disclosure of the Confidential Information required by law provided that it gives the owner not less than 7 day's notice of such disclosure.
- iii) The owner reserves all rights in the Confidential Information and no licence is granted or to be implied from this Agreement, whether directly or indirectly under any patent, invention, discovery, copyright or any other Intellectual Property or otherwise.
- iv) The owner warrants its right to disclose the Confidential Information to the recipient party and to authorise the use of the same for the Purpose.

4. Notices

All notices under this Agreement shall be in writing, sent by facsimile, e-mail or first class registered or recorded delivery post to the party being served at its address specified above, or at such other address of which such party shall have given notice in accordance with this clause, and marked for the attention of that party's signatory to this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

5. Termination

This Agreement shall continue in force from the date of its commencement until terminated by mutual consent or by either party giving not less than 14 day's prior written notice to the other. The provisions of clauses 1, 2, 3 and 6 shall survive any such termination.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of England.

As witness this Agreement has been signed by and on behalf of each party by its duly authorised representatives on the day and year of first above written.

Name Name

Signature Signature

For and on behalf of **Kensington Brokers Ltd** For and on behalf of

Date Date