

To:

Baldwins Corporate Finance Limited
Churchill House
59 Lichfield Street
WALSALL
WS4 2BX

and

The client of Baldwins "the Company"
c/o Baldwins Corporate Finance Limited
Churchill House
59 Lichfield Street
WALSALL
WS4 2BX

Dear Sirs

Confidentiality Undertaking

- 1.1. In consideration of you disclosing or agreeing to disclose to us information (in whatever format and medium and whether written or oral) concerning the Company being sold under the matter referred to in my email to Baldwins accepting the terms of this agreement ("the Restricted Information"), we undertake that we shall:
- i treat the Restricted Information and any other information or documentation in whatever medium received, or prepared, by or for us which contains or reflects Restricted Information or any review thereof (together "the Confidential Information") as being strictly private and confidential and shall use our best endeavours to maintain its status as such;
 - ii use and apply the Confidential Information solely for the purposes of evaluating the business carried on by the Company with a view to the acquisition of that business or the vendors interest in that business ("the Proposed Transaction"), and not for any other purpose (including but without limitation to procure any commercial advantage over the Company);
 - iii not at any time disclose or otherwise make available to any person any of the Confidential Information other than:
 - a to those officers and employees of ours and our parent company who reasonably require in the course of (and solely for the purpose of) evaluation of the Proposed Transaction to receive and consider the Confidential Information; and,
 - b to our professional advisors where necessary for the Proposed Transaction.
 - iv We agree that any such disclosure is on the basis that such officers and employees

and advisers are first made aware of and, accept and agree to be bound by the strict provisions of this undertaking and we will use our reasonable endeavours to ensure that such officers and employees and advisers abide by such obligations;

- v Keep a record of each location at which Confidential Information is situated and of each person who is given access to Confidential Information and upon receipt of a written demand from yourselves return and/or procure the return of the Restricted Information (as reduced to a tangible form or medium) to yourselves together with all copies thereof and destroy or procure the destruction of all Confidential Information not reduced to writing or otherwise non written form;
- vi Not disclose the fact that negotiations/discussions are taking place or have taken place concerning the Proposed Transaction or any of the terms or conditions thereof save to the persons mentioned in paragraphs iii (a) and (b) above.
- vii Not except with your prior written consent reproduce the Confidential Information (whether in eye or machine readable format) other than for purposes detailed in paragraph ii above.

1.2. These undertakings do not apply to:

- i information that is in, or (otherwise than by breach of this Undertaking) comes into, the public domain;
- ii information required to be disclosed by law;
- iii information already in our possession from a legitimate source; or
- iv information that we obtain from a third party entitled to disclose it.

1.3. We confirm the delivery to us of any information (including, without limitation, budgets and financial forecasts and projections which may form part of the Restricted Information) does not, and shall not be deemed to, constitute any representation/expression of opinion or warranty by anyone as to its accuracy or completeness. Nor shall it form the basis of any contract which may be concluded in respect of the Proposed Transaction. No one shall have any liability to us or our representatives resulting from the use of the information by us or our representatives except as may be expressly provided in any formal written agreement entered into to effect the Proposed Transaction.

1.4. We further confirm that we, and the officers employees or other representatives of our company, will not use the Confidential Information to make contact or approaches of any kind to the staff, customers or suppliers of the Company without your prior knowledge and written consent.

1.5. We will not from the date hereof until one year from the termination of negotiations or completion of the Proposed Transaction between yourselves and us seek to entice away from the business of the Company any employee or officer of the Company who is identified as a result of our access to Restricted Information or our evaluation of the Proposed Transaction.

- 1.6. We will be responsible for any breach of any of the terms of this Undertaking by us or by any of our officers, agents, employees or advisers to whom we provide Confidential Information. We agree to notify you promptly upon becoming aware of the loss of or unauthorised disclosure of all or any part of the Confidential Information.
- 1.7. We acknowledge that damages may be a wholly inadequate measure of loss in the event of any breach of the terms of this Undertaking and accordingly agree that in such event you shall be entitled to seek specific enforcement of the terms hereof (by injunction or otherwise) on such terms as any Court with jurisdiction may deem just and proper.
- 1.8. We agree that any failure by you at any time to enforce or exercise any of your rights under this Undertaking will not be construed as a waiver of your right to enforce or exercise that right in future or other rights under this Undertaking at any time.
- 1.9. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Undertaking. No person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without both your and our express prior agreement in writing which agreement must refer to this clause.
- 1.10. We acknowledge that you exclude liability (except in respect of death or personal injury due to your negligence or in respect of any fraudulent misrepresentation) for any loss or damage (whether arising under contract, or tort or otherwise) suffered or incurred by us as a result of the supply to us or the use by us of any of the Restricted Information, in particular as a result of any errors or inaccuracies in any Restricted Information whether such losses arise directly or indirectly from a breach of the use of the Restricted Information as defined above.
- 1.11. We shall upon request confirm to you by statutory declaration or in writing our compliance with the provisions of this Undertaking.
- 1.12. We hereby acknowledge that none of the Company's proprietary rights in relation to the Restricted Information is transferred to us by virtue of this letter.
- 1.13. This Undertaking is governed by and shall be construed in accordance with English Law.
- 1.14. Any disputes or claim arising under or in connection with this Undertaking shall be subject to the exclusive jurisdictions of the Courts of England and Wales.
- 1.15. The obligations in this letter will terminate on the second anniversary of the date of this letter.

Yours faithfully