



Scottish Equity Partners
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Please complete the details below and fax this agreement to Scottish Equity Partners on 0141 273 4001. We will sign the agreement and fax it back to you.

COMPANY NAME:.....

ADDRESS:.....

DATE:

non disclosure agreement ("NDA")

Dear Sirs

In connection with a possible investment in the business of (the "Company") we require access to information relating to the Company ("the Information") and we undertake to the Company that:-

- 1. We shall, for a period of two (2) years from the date of this letter, hold the Information and shall use the Information solely for the purpose of evaluating our possible investment in the business of the Company and for no other purpose whatsoever and only those of our directors, employees, other potential syndicate members or other providers of finance and our legal and financial advisers ("Permitted Parties") who require such information for the purpose of such evaluation will be given access to it.
2. We shall ensure that any Permitted Party to whom disclosure of Information is made knows of the obligations under this NDA.
3. We shall not seek to obtain information relating to the Company from, or disclose our interest in the Company to, any person employed by or in the habit of dealing with the Company other than the directors of the Company or persons nominated for that purpose by the directors of the Company.
4. All Information provided shall remain your property and where requested (within one year of this date and if not destroyed) we shall return to the Company all materials in our possession in whatever form the same may exist containing the Information.
5. This undertaking shall not apply to Information in the public domain other than where it reaches the public domain due to acts or omissions by us or persons for whom we are responsible which are inconsistent with this undertaking or which was in our possession prior to such disclosure.
6. Information which is disclosed to us by the Company, its directors, employees or advisers on a non-confidential basis or which is received by us from a third party without obligations of confidentiality will not be subject to the undertakings given in this NDA.



- 7. If we or our advisers or consultants are compelled by operation of law to disclose Information, such disclosure shall not constitute a breach of this undertaking provided we have taken all reasonably practical steps to notify the Company of any attempt being made to compel such disclosure.
- 8. By confirming your acceptance of the terms of this NDA you undertake and agree to disclose the Information to us and to keep our possible investment in the business of the Company confidential and shall not reveal discussions or negotiations which are taking place or which have taken place to any person, firm or company other than persons at the Company who need to know, your bankers and professional advisers.

In addition to these undertakings, we:-

- 9. acknowledge that the Information does not constitute an offer on the Company's behalf and will not form the basis of any contract which may be entered into between us unless expressly incorporated into that contract;
- 10. acknowledge that neither the Company nor the Company's officers, employees, agents or advisers accept responsibility for or give any representation or warranty, express or implied, as to the accuracy or completeness of the Information save as may subsequently be agreed;
- 11. confirm that the Company is entitled to assign its rights under this Confidentiality Agreement to any person who may acquire the whole or any part of the business and assets of the Company.

This NDA shall be governed by and construed in accordance with Scots law and the parties hereby prorogate to the exclusive jurisdiction of the Court of Session in Scotland in respect of any claim, dispute or difference arising out of or in connection with this letter.

Please acknowledge receipt and acceptance of the terms of this NDA by signing in the space provided below. Such signature and return to us will constitute your confirmation that the terms and conditions in this NDA are accepted and that you agree to be bound accordingly.

Yours faithfully

.....
Scottish Equity Partners LLP

Acknowledged and agreed to by:

.....
Authorised signatory for