

CONFIDENTIALITY AGREEMENT

Project Daffodil

Strictly Private & Confidential

Your Name and Title.....

Your Company Name.....

Company Address.....

Your email address.....

You have expressed an interest in acquiring **Project Daffodil**. As agent for our client (the **Sellers**), we are prepared to make available to you certain confidential information about the Transaction. This letter relates to information at any time and from time to time supplied by us or by any of our Connected Persons orally, in writing or in any other form to you or your Authorised Recipients in connection with the Transaction (the **Information**).

In this letter, **Connected Persons** means, in each case, to the extent that they are involved in the Transaction, (a) the Sellers and their and our respective officers, employees, advisers, agents and representatives (b) each of the Sellers and their and our respective group undertakings and their respective officers, employees, advisers, agents and representatives; and (c) officers, employees and partners of any such adviser, agent or representative or of their respective group undertakings.

Group undertaking shall be construed in accordance with s259 of the Companies Act 1985.

In consideration of our disclosing the Information to you, you agree with and undertake to us as follows. The undertakings in this letter are given in our favour and in favour of our Connected Persons.

1. You will hold the Information in strict confidence and will not disclose, copy, reproduce or distribute any of it to any person other than as permitted in writing by the Sellers or to those of your officers, employees, group undertakings, agents, funders and advisers and the officers, employees and advisers of any of those group undertakings who strictly need access to it for the purposes of furthering the Transaction (your **Authorised Recipients**), and only to the extent that they need that access, on the terms of this letter and on the basis that they themselves will not disclose, copy, reproduce or distribute it to any person who is not an Authorised Recipient.

2. Neither you nor any of your Authorised Recipients will, without the Sellers' prior written consent:

- (a) reveal to any person other than an Authorised Recipient that negotiations are taking place in relation to the Transaction or any information concerning the status or progress of such negotiations; or
- (b) use the Information for any purpose other than to evaluate the Transaction; in particular you will not use the Information in the future conduct of your trading operations except where our discussions result in your buying the nursery.

3. The undertakings in paragraphs 1 and 2 above will not apply to Information which:

- (a) at the time of supply is in the public domain; or
- (b) subsequently comes into the public domain, except through breach of the undertakings set out in this letter; or
- (c) is already in your lawful possession or that of an Authorised Recipient (as evidenced by written records); or

- (d) subsequently comes lawfully into your possession or that of an Authorised Recipient from a third party who does not owe the Sellers or any of their Connected Persons an obligation of confidence in relation to it; or
- (e) is required to be disclosed by law, regulation or any governmental or competent regulatory authority, as long as you or the Authorised Recipient making such disclosure consults the Sellers first on the proposed form, timing, nature and purpose of the disclosure; or
- (f) if the Transaction is implemented by you, relates solely to the purchase of the nursery.

4. You will procure so far as you are legally able that each of your Authorised Recipients who receives any Information is aware of and adheres to the terms of this letter. On request, you will keep us informed of their identity. The undertakings in this letter are given by you on your own behalf and as agent for each of your Authorised Recipients, and with their full knowledge and authority. You will indemnify and hold each of the Sellers and each of their Connected Persons harmless, on an after-tax basis, from and against all claims, demands, liabilities, losses, damages, costs and expenses suffered or incurred by it or any of its Connected Persons arising directly or indirectly from a breach of this letter by you or any of your Authorised Recipients.

5. You and your Authorised Recipients will destroy or return to us on demand any document (including any note, analysis or memorandum prepared by any of you) containing Information and any copy which may have been made, and take reasonable steps to expunge all Information from any computer, word processor or other device containing Information. Any destruction of Information will be certified in writing to us by an authorised officer supervising it. The undertakings in this paragraph shall not apply to Information which you or an Authorised Recipient must retain under any applicable law, rule or regulation, including the rules of a professional body.

6. Neither you nor any of your Authorised Recipients will, without the Sellers' prior written consent:

- (a) directly or indirectly make or have any contact whatsoever in relation to the Nursery or the Transaction with any officer or employee of the Sellers or any of its group undertakings or any person who has been a customer or supplier, contractor or sub-contractor of or to any of them in relation to the Nursery in the 12 months preceding the date of this letter (except to the extent that our discussions result in you buying the Home) or
- (b) while our discussions are taking place or, if the Transaction is not implemented for any reason, for a period of one year after the date of this letter, solicit, endeavour to entice away, employ or offer to employ directly or indirectly any officer or senior executive of the Sellers.

7. You understand that the Information does not purport to be all inclusive and that no representation or warranty is made as to the accuracy, reliability or completeness of any of the Information. Accordingly you agree with us and with each of our Connected Persons that neither we nor any of our Connected Persons shall have any liability to you or any other person resulting from the use of Information by you and/or them and, without prejudice to the generality of the foregoing, that you and your Authorised Recipients will be bound by the terms of any disclaimer of liability on our part and/or on the part of any of our Connected Persons subject to which the Information Memorandum may be issued and that the terms of this disclaimer may not be terminated or rescinded or varied without the prior written consent of our Connected Persons. This paragraph will not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

Save as expressly set out in this letter, neither we nor any of our respective Connected Persons shall owe any duty of care to you nor any other person.

8. Nothing in this letter will prevent you or the Sellers from disclosing information in relation to the Transaction to your or its employees or the employees of your or its respective group undertakings or to representatives of such employees in accordance with any applicable procedure for informing and consulting employees, provided that such employees or representatives are required to keep that information strictly confidential and that you take all reasonable steps to disclose only the minimum amount of information required to comply with such procedure.

9. Without affecting any other rights or remedies that they may have, you acknowledge that a person with rights under this letter may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, a person bringing a claim under this letter will be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms, and no proof of special damages will be necessary to enforce this letter.

10. You acknowledge and agree that the undertakings set out in this letter will survive completion of negotiations, whether or not the Transaction is implemented. Except in the case of paragraphs 6(b) and 7, such undertakings shall survive for a fixed period of two years from the date of this letter.

11. If any provision of this letter is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter, but without invalidating any of the remaining provisions.

12. Each of our Connected Persons shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter (as amended from time to time), subject to and in accordance with:

- (a) the terms of paragraph 14 (Governing Law and Jurisdiction); and
- (b) save as provided in paragraph 7, the term that the parties to this letter may by agreement terminate or rescind or vary it in any way without the consent of any of our Connected Persons.

13. Save as provided in paragraph 12, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14. This letter, the relationship between the parties and the conduct of the procedure for the sale by us of the Home shall be governed by, and construed in accordance with, English law, and each party irrevocably submits to the exclusive jurisdiction of the English courts.

Please confirm your agreement by signing and returning to us a copy of this letter.

Yours sincerely

Christie + Co

Project Daffodil

AGREED AND ACCEPTED

NAME _____

SIGN _____

COMPANY _____

DATE _____

If you are acting on behalf of a third party please confirm their details below

NAME _____

COMPANY _____

ADDRESS _____