



**Project Cardea Confidentiality Letter & request for further information**

Thank you for your interest in Project Cardea.

By signing and returning this confidentiality letter you are requesting further information about this business as a potential buyer and agree not to disclose any sensitive details to any other parties.

Please sign and return this document electronically by email to:

[cf@opusllp.com](mailto:cf@opusllp.com)

Or by post to:

Opus LLP, 1 Radian Court, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8PJ

**Please be aware**

Further details will only be released upon our client's specific approval.

In some circumstances our client may request more information about you and your business activities before approval is granted. Any such information provided by you will be kept confidential.

**Next Steps**

Once we have received the completed NDA and our client has approved the release of further details we will provide you with an information document detailing the businesses financials and trading activities.

We will then arrange to discuss your interest in the business and provide any further information necessary.



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HYDE HOUSE CORPORATE FINANCE

## PRO-FORMA CONFIDENTIALITY LETTER

To:

Dear

We understand that you wish to investigate the business of Project Cardea and of its in connection with a potential acquisition and that you, your directors and employees, other potential equity providers or other providers of finance and your financial and professional advisers in relation to the Permitted Purpose, (together referred to as the "Disclosees"), will need access to certain information relating to Project Cardea (the "Confidential Information") including, without limitation:.

1. In consideration of our agreeing to supply, and so supplying, the Confidential Information to you and agreeing to enter into discussions with you, you hereby represent that you are a person who falls within Article 19 (disregarding paragraph (6) of that Article) or Article 49 (disregarding paragraph 2(e) of that Article) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and undertake and agree as follows:
  - (a) to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company (except to other Disclosees) without our prior consent;
  - (b) only to use the Confidential Information for the Permitted Purpose;
  - (c) to ensure that each person to whom disclosure of Confidential Information is made by you is fully aware in advance of the confidential nature of the information and your obligations under this letter and that in the case of other potential equity or finance providers, each such person gives an undertaking in respect of the Confidential Information, in the terms of this letter;
  - (d) upon written demand from us either to return the Confidential Information and any copies of it or to confirm to us in writing that, save as required by law, regulation, professional standards or compliance requirements, it has been destroyed. Further, you will not be required to destroy computer back up copies retained for security purposes. You shall not be required to return reports, notes or other material prepared by you or other Disclosees or on your or their behalf which incorporate Confidential Information ("Secondary Information") provided that the Secondary Information and any other Confidential Information retained as required by law, regulation, professional standards or compliance requirements is kept confidential;



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- (e) to keep confidential and not reveal to any person, firm or company (other than Disclosees) the fact of your investigations into the Company or that discussions or negotiations are taking place or have taken place between us in connection with the proposed transaction or that potential investors/acquirers are being sought for Project Cardea ;
  - (f) that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as set out in paragraph 3 below or as may subsequently be agreed.
2. Nothing in paragraph 1(a) to (f) of this letter shall apply to any information or Confidential Information:
- (a) which at the time of its disclosure is in the public domain;
  - (b) which after disclosure comes into the public domain for any reason except your failure, or failure on the part of any Disclosee, to comply with the terms of this letter;
  - (c) which is disclosed by us or any member of Project Cardea, their respective directors, employees or advisers on a non-confidential basis;
  - (d) which was lawfully in your possession or the possession of a Disclosee prior to such disclosure;
  - (e) which is subsequently received by you or a Disclosee from a third party without obligations of confidentiality (and, for the avoidance of doubt, you shall not be required to enquire whether there is a duty of confidentiality); or
  - (f) which you or a Disclosee are required to disclose by law or any regulatory or government authority.
3. In consideration of the representation and undertakings given by you in this letter, we undertake and agree:
- (a) to disclose Confidential Information to you;
  - (b) to keep confidential and not to reveal to any person, firm or company (other than persons within our group who require access to the Confidential Information, including but not limited to our bankers and professional advisers) the fact of your investigation into Project Cardea or that discussions or negotiations are taking place or have taken place between us; and
  - (c) that any personal information contained or referred to in the Confidential Information, has been obtained, maintained and handled and all relevant licences, authorities and consents have been obtained in accordance with all applicable data protection laws, rules and regulations.
4. No term, condition or provision of this letter shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.



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5. (a) This letter shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this letter.
- (b) The obligations in this letter will terminate on 01/01/2021.

Please indicate your acceptance of the above by signing and returning the enclosed copy of this letter as soon as possible.

Yours faithfully

Mr. Barry Parsons - Authorised Signatory

I have read and agree to the terms of the above letter.