99 Gresham Street
London EC2V 7NG
dir: 020 7374 5300
www.hilcovs.co.uk

# Confidentiality Agreement

Date:

Between

1. Hilco Appraisal Limited (t/a Hilco Global Professional Services), a company registered in England and Wales with company number 04703331 and its registered office at 99 Gresham Street, London EC2V 7NG ("Hilco"), acting as an agent of the company referred to within the Project Bean marketing literature (the "Company") (Hilco and the Company together, the "Disclosing Parties")

and

2. _____, a company registered in England and Wales with company number _____ _____ and its registered office at _____ (the "Recipient")

In connection with the Recipient's request for information relating to the Company, the Disclosing Parties, have given, or will give, to the Recipient (i) certain confidential business, marketing, planning, and other information, ideas, and data, in written, oral, electronic, photographic and/or other forms; and (ii) other analyses, financial information and documentation, compilations, forecasts, studies or other documents prepared by the Disclosing Parties or their representatives (together the "Evaluation Material") concerning the Company and the opportunity to acquire the Company's business and assets (the "Transaction"). As a condition to, and in consideration of, the furnishing of said Evaluation Material, the Recipient agrees to treat the Evaluation Material in accordance with the following:

1. The Evaluation Material shall be kept confidential by the Recipient and its Representatives. The Recipient and its Representatives shall not use any Evaluation Material for any purpose other than for the exclusive purpose of evaluating, negotiating, and/or consummating the Transaction (the "Purpose"). The Recipient may disclose the Evaluation Material only to the Recipient's affiliates, members, managers, officers, directors, employees, potential sources of financing, advisors, and solicitors (the "Representatives"): (a) who are involved in the Purpose; (b) who are informed by the Recipient of the confidential nature of the Evaluation Materials; and (c) who agree to act in accordance with and be bound by the terms of this Confidentiality Agreement. The Recipient agrees to take all commercially reasonable precautions to maintain the confidentiality of the Evaluation Material provided to it by the Disclosing Parties.

2. The Recipient shall be responsible for any disclosure or use of any Evaluation Material by any of its Representatives that would constitute a breach of this Confidentiality Agreement if disclosed or used by the Recipient in the same manner. The Recipient acknowledges and agrees that the Company shall remain the exclusive owner of all Evaluation Material relating to the Company's intangible assets, including all patents, copyright, trade secrets, trademarks, domain names and other intellectual property



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rights therein. No licence or conveyance of any such rights is granted to the Recipient or any of its Representatives or implied under this Confidentiality Agreement.

3. The term "Evaluation Material" does not include any information: (a) that is or becomes publicly available (other than as a result of a breach by the Recipient or its Representatives of this Confidentiality Agreement); (b) which is or becomes available to the Recipient or its Representatives from a source other than the Disclosing Parties or any of their representatives so long as such source is not bound by any duty or obligation of confidentiality or secrecy owed with respect thereto; (c) that the Recipient can demonstrate has been, or shall have been, otherwise independently acquired or developed by the Recipient or any of its Representatives without violating the terms of this Confidentiality Agreement; and (d) can be demonstrated to have been known by the Recipient or its Representatives prior to its disclosure to the Recipient by the Disclosing Parties (excluding material that is or was subject to any duty or obligation of confidentiality or secrecy owed with respect thereto).

4. In the event the Recipient is requested or compelled by court order, decree, summons, subpoena or other process or requirement of law to disclose the Evaluation Material, the Recipient shall, to the extent not legally prohibited, provide prompt written notice to the Disclosing Parties of any such requirement so that the Disclosing Parties may seek a protective order or other appropriate remedy. The Recipient agrees to cooperate with the Disclosing Parties, regardless of whether or not such protective order or other appropriate remedy is obtained, and the Recipient will only furnish that portion of the Evaluation Material that it is required to provide based on the written advice of counsel.

5. Upon the Disclosing Parties' request, the Recipient shall, and shall direct its Representatives to, promptly return to the Disclosing Parties the Evaluation Material or promptly destroy all such Evaluation Material and provide written certification as to such destruction. Notwithstanding the foregoing, the Recipient and its Representatives may retain copies of documents that may contain the Evaluation Material to the extent required for legal, regulatory or bona fide internal compliance purposes. Any Evaluation Material that is not or cannot be returned or destroyed (such as oral Evaluation Material and Evaluation Material that has been electronically archived) or is so retained in accordance with the immediately preceding sentence shall remain subject to the terms and provisions of this Confidentiality Agreement.

6. The Disclosing Parties and their representatives make no representation or warranty as to the accuracy or completeness of the Evaluation Material, although the Company shall endeavor to include information which it believes to be relevant for purposes of the Recipient's evaluation. The Disclosing Parties and their representatives shall have no liability to the Recipient relating to, or resulting from, the use of the Evaluation Material, except pursuant to any representation or warranty set forth in any definitive documentation when and if executed. The Recipient acknowledges and agrees that the Disclosing Parties have specifically put them on notice that they must rely absolutely on their own opinions and/or professional advice concerning the Evaluation Material.

7. The Recipient agrees that it will not, and will cause its Representatives not to initiate or maintain discussions, correspondence or other contact with the Company or any of its Representatives with respect to the Evaluation Material or the Transaction without Hilco's express prior written consent.



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8. For a period of two (2) years from the date hereof neither the Recipient nor any of its Representatives shall, without obtaining the prior written consent of the Company, employ or engage as an independent contractor, or solicit to employ or engage as an independent contractor, any individual that is an officer, director, manager of, is employed by, or serves in a similar capacity to the Company. The preceding sentence does not, however, prohibit you from (i) making general solicitations for employment by means of advertisements, public notices, or internal or external websites or job search engines, or from employing or engaging individuals who respond to such general solicitations and are not otherwise solicited in violation of this Section 8, (ii) from using external recruiters who are not specifically instructed to target the Company's current officers or employees, or (iii) from hiring employees terminated by the Company at least six (6) months prior to any solicitation or hiring.

9. This Confidentiality Agreement binds the parties only with respect to the matters expressly set forth herein. As such, unless and until a final written, definitive, and binding written agreement regarding the Transaction has been executed, neither the Disclosing Parties nor any of their respective equity holders, affiliates or other representatives will be under any legal obligation or have any liability of any kind whatsoever by virtue of this Confidentiality Agreement.

10. Except as otherwise required by applicable law or legal process, regulatory authority or other applicable judicial or governmental order, without the prior written consent of the Disclosing Parties, neither the Recipient nor any of its Representatives shall disclose to any person (a) that Evaluation Material has been made available to the Recipient or any of its Representatives, (b) that discussions or negotiations are taking place concerning the Purpose, or (c) any terms or other facts with respect to the Transaction (including the status thereof or the identities of the parties thereto (including any information that could enable such person to identify the Company)).

11. It is understood and agreed that money damages would not be a sufficient remedy for a breach of this Confidentiality Agreement and that in addition to all other remedies available at law or in equity, the Disclosing Parties shall be entitled to equitable relief, including injunction and specific performance, without proof of actual damages.

12. The parties' obligations of confidentiality under this Confidentiality Agreement shall expire two (2) years from the date of this Confidentiality Agreement.

13. This Confidentiality Agreement embodies the entire understanding between the parties hereto with respect to the Evaluation Material and supersedes any prior agreements relating thereto. This Confidentiality Agreement may only be modified in writing by the parties hereto. This Confidentiality Agreement shall be governed by, and construed in accordance with, the laws of England and Wales. The Recipient is executing this Confidentiality Agreement for the benefit of the Disclosing Parties, and the Company shall be third party beneficiary of this Confidentiality Agreement entitled to enforce the terms hereof. Any assignment of this Confidentiality Agreement by either party without the prior written consent of the other party shall be null and void; provided that this Confidentiality Agreement may be assigned, in whole or in part, by Hilco to any current or future affiliate or to any successor in interest thereof.

14. This Confidentiality Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective



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when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature and such signature page shall create a valid and binding obligation of the party executing such signature page (or on whose behalf such signature page is executed) with the same force and effect as if such signature and such signature page were an original thereof.

IN WITNESS WHEREOF, the parties have, by a duly authorised officer, executed and delivered this Confidentiality Agreement as of the date set forth above.

Agreed to and accepted as of the date hereof:

Signed:
Senior Associate Director, Hilco, for and on behalf of the Disclosing Parties

Signature: _____
(On behalf of the Recipient)

Name (print): _____

Signed on behalf of: _____
(Name of Company name)

Position: _____

Date: _____

Telephone Numbers:

Office: _____ Mobile: _____

E-mail Address: _____



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