Lambert Smith Hampton

18th February 2020

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Lambert Smith Hampton
United Kingdom House
180 Oxford Street
London
W1D 1NN

Our Ref: PJP/jh/0153341

Dear Sir/Madam

DISCOUNT RETAILERS – PROJECT MERCURY ("THE COMPANY")

We refer to the above matter where Lambert Smith Hampton has been instructed to seek a purchaser of the business and assets of the above Company ("the Company"). The purpose of this letter is to set out the basis upon which confidential information in respect of the Company is made available to you.

1. For the purpose of this letter confidential information being the property of the Company includes:

   a. information of whatever nature relating to the Company and its business which is hereafter obtained by you either in writing or orally from or pursuant to discussions with:

      i. the Company and/or directors and/or employees or

      ii. any legal or other advisers to the Company or

      iii. Lambert Smith Hampton ("us")

   b. the name of the company

   c. each and any analysis, compilation, studies or other documents prepared by you, your employees or advisers which contain or otherwise directly reflect or are generated from any such information as is specified in paragraph 1(a) above;

   d. the contents of this letter.

2. The restrictions and obligations set out in this letter do not apply to:

   a. information which is already in the public domain otherwise than by reason of a breach of this undertaking, or

   b. the matters having been disclosed to the Company by you in writing and verified by the Company prior to the date hereof being information which was in your possession prior to its being furnished to you by or on behalf of the Company and which you lawfully acquired other than from the Company.

3. In consideration of confidential information being made available to you, you undertake with the Company that you will, and you will procure that you and any advisers to whom disclosure is permitted under the terms hereof will:

   a. use the confidential information only for the purpose of evaluating the Company with a view to your making an offer to invest and/or acquire business/shares of the Company;

Lambert Smith Hampton is a trading name of Lambert Smith Hampton Group Limited
Registered office: United Kingdom House, 180 Oxford Street, London W1D 1NN
Registered in England Number 2521225. Regulated by RICS

b. keep private and confidential all confidential information received at any time by you;

c. not at any time, without the prior written consent of the Company;

i. disclose, disseminate, divulge or reveal the confidential information to any person or other party whatsoever, (other than any recognised law firm or firm of accountants retained by you for the purpose specified in 3(a) and provided always that they shall be informed by you of the confidential nature of the information and of the terms of this undertaking, and you hereby accept full responsibility in the event that any such person shall do anything which amounts to a breach of the duty of confidentiality imposed upon you under the terms hereof);

ii. disclose to any person the fact that discussions or negotiations are taking place between yourselves and the Company;

iii. save as provided herein copy, reproduce, distribute or publish the confidential information in whole or in part;

iv. discuss with or communicate to any employee of the Company or any suppliers, landlords, financiers, bankers or customers of the Company or any of its respective employees or professional advisers, your possible interest in the Company or any aspect of it.

d. Bring to the attention of your or your company's officers, employees, advisers and agents who are in or acquire possession of confidential information the absolute need for secrecy and procure the observance by them of the terms hereof.

e. Indemnify and keep indemnified the Company in respect of any action, claim, damages, award, penalty or liability whatsoever or howsoever arising out of the non-observance by you of the terms hereof.

4. In addition to maintaining confidentiality as regards information disclosed to you, to the extent that any information which is "personal data" (under the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 ("the GDPR Legislation") is transferred to you as part of you carrying out your due diligence work in relation to the business with a view to making an offer to purchase it, you will be data controller in relation to such data and accordingly you agree to comply fully and in all respects with your obligations under the GDPR Legislation.

5. If we or the Company so requests in writing, you will forthwith return to the Company, or with the Company's agreement and to its sole absolute satisfaction dispose of all confidential information (including any generated or produced by or for you together with any copies).

6. Nothing hereunder shall constitute an obligation upon us or the Company to produce any confidential information or other information, which shall be in the sole absolute discretion of the Company.

7. The confidential information has been supplied at your request and without verification. Nether us nor the Company make any representation, statement or expression of opinion or warranty, express or implied, as to the accuracy or completeness of the confidential information or any communication in respect of it. You agree that we, the Company or any of their respective directors, employees, advisers and agents shall not have any liability to you, your advisers or agents resulting from the use of the confidential information.

Lambert Smith Hampton

8. If an offer made by you in relation to the possible transaction is rejected, or you decide not to make such an offer, or if, having made any offer the transaction is for any reason not completed, you and any other person to whom the Confidential Information is disclosed agree during the period of discussions or negotiations with the Company and for a period of 12 months after termination of the same, not to solicit, interfere with, offer employment to, or entice away from the Company any director or employee of the Company whether on your own account or on behalf of any person, firm or company.

9. You acknowledge and agree that damages may not be an adequate remedy for any breach of the undertakings contained in this undertaking and the Company shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this undertaking.

10. Any failure by the Company to exercise any rights, power or privilege hereunder shall not constitute a waiver hereunder, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

11. The provisions of this letter shall continue in effect notwithstanding any decision by you or us not to proceed with any possible transaction relating to the Company or assets or the return or destruction of the confidential information but shall cease on completion (if that occurs) of the proposed transaction with yourselves described herein.

The rights and obligations set out in this letter shall be governed by and construed in accordance with English Courts for the purpose of hearing and determining any dispute arising out of this letter or the matters referred to herein and for the purposes of enforcement.

Would you kindly confirm your agreement with the contents of this letter by signing and returning to me the original copy.

Yours faithfully

Paul Proctor BSc MRICS
Director
RICS Registered Valuer
For and on behalf of:
LAMBERT SMITH HAMPTON

Direct Dial: 0203 824 4749
E-mail: pproctor@lsh.co.uk

Lambert Smith Hampton

I agree to the terms of this letter

Name (print): _____

Signature: _____

Signed on behalf of:_____
(name of company)

Position: _____

Date: _____

Telephone numbers:

Office: _____ Mobile: _____

Email Address: _____