

SPRINGFIELDS HEALTHCARE

A Trading Name of SJZ Limited

Company Number: 06788645

Registered Office:

Unit 2 Micklehead Business Park, St. Michaels Road, Lea Green, St. Helens, England
WA9 4YU



CONTRACTING PARTIES

"You" and "Your" means the person(s) signing this Agreement and/or the company, business or organisation which such person(s) represent and have authority to bind.

"Business" means the business, company, undertaking, assets or opportunity to which the Confidential Information relates.

"Client" means the owner, shareholder, seller or operator of the Business.

"We", "Us" and "Our" means SJZ Limited (Company Number 06788645) trading as Springfields Healthcare, whose registered office is at Unit 2 Micklehead Business Park, St. Michaels Road, Lea Green, St. Helens, England, WA9 4YU.

"Purpose" means evaluating the Business in connection with a potential acquisition, investment, merger, funding arrangement or other commercial relationship.

1. CONFIDENTIALITY OBLIGATIONS

1.1 In consideration of Us agreeing to provide You with Confidential Information relating to the Business, You undertake that You shall:

- (a) use the Confidential Information solely for the Purpose;
- (b) keep all Confidential Information strictly confidential;
- (c) not directly or indirectly disclose any Confidential Information to any person, firm or company without Our prior written consent, save for professional advisers who reasonably require access for the Purpose;
- (d) ensure that any professional adviser receiving Confidential Information is aware of its confidential nature and agrees to be bound by obligations no less onerous than those contained within this Agreement;
- (e) immediately notify Us upon becoming aware of any unauthorised disclosure, use or access to Confidential Information;
- (f) take all reasonable steps to protect the Confidential Information from loss, theft, misuse or unauthorised disclosure.

2. PROTECTION OF INFORMATION

2.1 Without prejudice to the generality of the foregoing, You shall:

- (a) keep the Confidential Information separate from Your own records and documentation;

- (b) make copies only where reasonably necessary for the Purpose;
- (c) upon request, immediately return, destroy or permanently delete all Confidential Information and any copies thereof;
- (d) cease using the Confidential Information immediately upon request from Us or the Client;
- (e) keep confidential the existence of discussions, negotiations or investigations relating to the Business;
- (f) not disclose the identity of the Business, Client or opportunity to any third party without prior written consent.

3. NON-CIRCUMVENTION

3.1 You acknowledge that the Business has been introduced to You by Springfields Healthcare.

3.2 You agree that neither You nor any connected person, company, shareholder, director, employee, adviser, representative, investor or associate shall directly or indirectly:

- (a) approach the Client without Our prior written consent;
- (b) seek to negotiate directly with the Client outside of Our involvement;
- (c) structure or facilitate any transaction intended to avoid or circumvent Our involvement;
- (d) pass details of the Business or Client to another party for the purpose of avoiding Our involvement;
- (e) acquire, invest in, lend to, fund or otherwise enter into any commercial arrangement with the Business other than through an introduction managed by Us.

3.3 These obligations shall continue for a period of twenty-four (24) months from the date of this Agreement.

4. CONTACT RESTRICTIONS

4.1 Unless expressly authorised by Us in writing, You shall not directly or indirectly contact:

(a) the Client; (b) directors or shareholders of the Business; (c) employees of the Business; (d) service users; (e) local authorities; (f) framework providers; (g) suppliers; (h) regulators including the Care Quality Commission; (i) customers, referral sources or commissioners connected with the Business.

5. NON-SOLICITATION

5.1 You shall not, during discussions relating to the Business and for a period of twenty-four (24) months thereafter:

- (a) solicit or attempt to solicit any employee, director, manager or contractor of the Business;
- (b) encourage any employee, director, manager or contractor to leave the Business;
- (c) seek the custom of any client, service user, commissioner, local authority, framework provider or supplier of the Business for the purpose of competing with the Business;

(d) facilitate or procure any third party to undertake any of the actions prohibited by this Clause.

6. PROOF OF FUNDS

6.1 You acknowledge that We may request evidence of funding, proof of funds or details of financing arrangements before releasing further information or arranging meetings with the Client.

6.2 You agree to provide such information promptly upon request.

7. NO WARRANTY

7.1 You acknowledge that all information supplied by Us has been provided in good faith based upon information supplied by the Client.

7.2 Neither We nor the Client provide any representation, warranty or undertaking as to the accuracy, completeness or reliability of any Confidential Information.

7.3 You acknowledge that any acquisition decision shall be based upon Your own investigations, due diligence and professional advice.

8. INTRODUCER PROTECTION

8.1 You acknowledge that Springfields Healthcare is the effective introducer of the opportunity.

8.2 Should You, or any connected party, directly or indirectly enter into any transaction involving the Business within twenty-four (24) months of the date of introduction, We shall be deemed the effective introducer of the opportunity.

9. RETURN OF INFORMATION

9.1 Upon request by Us or the Client, You shall immediately:

- (a) return all Confidential Information;
- (b) permanently delete electronic copies;
- (c) confirm destruction or deletion in writing if requested.

10. GENERAL

10.1 This Agreement contains the entire understanding between the parties relating to the Confidential Information.

10.2 No delay or failure by either party in exercising any right shall operate as a waiver of that right.

10.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 You acknowledge that You have had the opportunity to obtain independent legal advice before entering into this Agreement.

10.5 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

DEFINITIONS

"Confidential Information" means all information supplied by Us or the Client relating to the Business, whether written, oral, electronic or otherwise, including but not limited to financial information, accounts, management information, EBITDA calculations, valuations, staff information, service user information, contracts, framework agreements, intellectual property, business plans, property information, marketing materials and all other commercially sensitive information.

BUYER DECLARATION

I/We confirm that I/we have read and understood this Agreement and agree to be bound by its terms.

