

The Water Mill Park
Broughton Hall
Broughton
Skipton
North Yorkshire
BD23 3AG
Tel 0870 903 8880
Email info@stocktakeuk.co.uk

STRICTLY PRIVATE AND CONFIDENTIAL

This is not a contract and does not oblige you or the Company in any way. The information which you provide here is strictly confidential and will not be discussed or shown to any other parties. Please answer all questions fully and accurately, as your responses will be used to assess your suitability and help us both to undertake and operate our businesses successfully.

Full Name _____ Date of Birth: _____

Address: _____ Nationality: _____

_____ Marital Status: _____

_____ Post Code _____ Name of Partner: _____

Tel No: _____ (B) _____ No. of Dependents: _____

How long at this address? _____ Do you own or rent? _____

Previous address if less than 3 years: _____

Do you hold a current driving license? _____ Do you own a vehicle: _____

Do you enjoy good health? _____ If not please give details: _____

Are there any medical conditions that could affect your working life? _____

Present/Last Occupation: _____

Preferred Franchise Area: _____ 2nd Choice: _____

E-mail address _____

Cont.

Do you have the required capital? Y/N

Where did you hear about this opportunity? _____

Please provide details of your past work experience & stocktaking knowledge;

Do you possess any specific stocktaking qualifications or experience (Please detail)_____

Signed: _____ Applicant Date: _____

Please return to:

Stocktake UK Ltd
 The Water Mill Park
 Broughton Hall
 Broughton
 Skipton
 North Yorkshire
 BD23 3AG

Please provide contact names and addresses for 2 referees, covering the last 2 terms of employment. All information will be treated as strictly confidential.

Contact Company & Name	Address	From	To

PLEASE INCLUDE A CURRENT C.V. WITH YOUR APPLICATION

(If not already supplied)

From: (Please enter your full name)

.....

To: **The Directors, Stocktake (UK) Limited**

Dated: (DD/MM/YY)/...../.....

Dear Sirs.

We refer to our stated interest in entraining into a franchising or other commercial agreement with Stocktake (UK) Limited ("the Company").

In consideration of you, the Company and your and its directors and/or advisers agreeing to supply us at our request with certain information (either orally or in writing) that is either non public, confidential or proprietary in nature ("the Information") which may include:

- 1 information relating to the financial, marketing, organisational and trading position of the Company, including any details of customers, suppliers, debtors or creditors;
- 2 technical information relating to any products or services manufactured or supplied by the Company and/or any of its subsidiaries or holding companies;
- 3 information relating to intellectual property rights in respect of the products and services manufactured or supplied by the Company and/or any of its subsidiaries or holding companies;
- 4 information relating to the officers, directors or employees of the Company and/or any of its subsidiaries or holding companies including their terms and conditions of employment or engagement;
- 5 any other information which may from time to time be identified by you or the Company as being of a confidential nature and as being subject to the terms of this agreement,

we unconditionally and irrevocably undertake with you and with the Company (on whose behalf you contract as trustee) that we will:

- 1 utilise the Information exclusively for the purpose of evaluating the Company with a view to agreeing a contract;
- 2 not disclose the Information to any person other than:
 - 2.1 such only of our directors or other members of senior management whose knowledge of such Information is essential for the said purpose;
 - 2.2 any professional advisers acting on our behalf in connection with the purchase of the Company;
 - 2.3 any banker or other financial institution from whom we may seek finance for the purchase of the Company;
 - 2.4 any other person approved in writing by you and we shall procure that any of the persons referred to in subparagraphs 2.1-2.4 above to whom all or any of the Information is disclosed shall hold it strictly confidential and shall not disclose it to any third party except to those persons as permitted by the above subparagraphs, in which event our obligations to procure the confidentiality of such information shall apply mutatis mutandis in relation to such persons;
- 3 whenever requested by you, return, and procure that there is returned to you, immediately all matter in tangible form which constitutes the Information, or any part of it, together with all copies (whether supplied to or made by us) and we will destroy (and

- procure that any persons referred to in paragraph 2 above to whom or to which Information has been imparted confirm to you in writing that they have destroyed) any analyses, compilations, studies, reports and other documents or materials prepared by us or on our behalf which reflect or are prepared from any of the Information;
- 4 not utilise the Information for any purpose other than is specified in paragraphs 1 and 2 above;
 - 5 maintain a list of individuals or entities to whom any Information is disclosed and make such list available to you upon request;
 - 6 except as contemplated by the next paragraph, not make any announcement whatever or disclosure (other than as permitted by paragraph 2 above) of our interest in entering into an agreement with the Company or otherwise relating to any negotiations or proposed transactions between us in relation to the Company.

Where we reasonably determine that any such disclosure or announcement is required by law or by any regulation, rule or any governmental or quasigovernmental authority or its equivalent such disclosure may be made by us after consultation with you and after taking into account your reasonable requirements as to its timing, contents and manner of making or despatch.

- 7 for a period of 12 months from the date of this letter not solicit or entice away from the Company or any of its subsidiaries or holding companies and procure that none of our subsidiaries or holding companies partners directors or shareholders shall solicit or entice away from the Company or any of its subsidiaries or holding companies any officer, manager or senior employee presently in the employment of the Company or any of its subsidiaries or holding companies whether or not such person knows of any of the Information or would commit a breach of his contract of employment by reason of his leaving the employment of the Company or any such subsidiary or holding company.

It is accepted by you that nothing contained in this letter shall in any way restrict our right to use, disclose or otherwise deal with any of the Information if and to the extent that it was at the time it was imparted to us in the public domain or becomes subsequently so available, other than as a result of a breach of this agreement by us or by any person referred to in paragraph 2 above.

We further agree, warrant, acknowledge and undertake that:

- 1 no right or licence is granted to us or our advisers in relation to the Information except as set out above;
- 2 no contact, direct or indirect, in connection with our appraisal of the Company, will be made by us or on our behalf with any director, officer or employee of the Company or of any subsidiary of the Company or of yourselves, or with any customer or supplier of the same, or with any governmental body or regulatory authority or with any other person connected with the Company, its subsidiaries or holding companies or yourselves without in any such case your prior written consent;
- 3 we are acting in this proposed transaction as principal (and not as agent or broker for any other person or company) and that our interest is in entering into a franchise or other commercial agreement with the Company;
- 4 documents, whether containing Information or otherwise, made available to us or our advisers prior to, or in the course of, or for the purposes of, negotiations, will not constitute an offer by you or the Company, nor will such documents or the information contained in them form the basis of any contract (save as expressly provided for in them);

- 5 neither you nor the Company nor any of your or its advisers, associates, agents, directors, employees or officers accepts responsibility for or makes any representation or warranty, express or implied, with respect to the accuracy or completeness of the Information or the contents of any other document or data supplied to us or our agents in relation to our evaluation of the Company;
- 6 we will be solely responsible for making our own decisions on the Information and any other documentation or data supplied to us or our agents in relation to our evaluation of the Company.

It is confirmed by us that the provisions of this letter are intended to impose an immediately binding legal obligation on us and (save as otherwise appropriately provided in this letter) will continue indefinitely. We further acknowledge that any breach of the provisions of this letter would result in serious damage being sustained by you and the Company and as a result

we hereby unconditionally agree:

- 1 to indemnify you and the Company fully for any losses, damages or expenses that may be occasioned by any such breach; and
- 2 to waive any rights we may have to oppose the granting of any equitable relief (including injunctive relief) sought by you or the Company in relation to any threatened or actual breach of the provisions of this letter.

Each provision of this letter (including each undertaking and each part of it) shall be construed separately and independently from each other and notwithstanding that such provision and/or undertaking (or part of it) may prove to be illegal or unenforceable the remaining provisions and undertakings of this letter shall continue in full force and effect.

For the avoidance of doubt we acknowledge that nothing contained in this letter shall compel you to provide us with all information relating to the Company and/or its subsidiaries or holding companies requested by us and that you shall be entitled at your discretion to decline to supply us with all or certain of such information.

The contents of this letter shall be governed and construed in all respects in accordance with the laws of England to the nonexclusive jurisdiction of whose courts we shall be deemed irrevocably to have submitted.

Yours faithfully

(Please sign and print full name.)

.....

Date: (DD/MM/YY)

...../...../.....