



MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Agreement is between the Applicant and Benfield Group Ltd (BGL) as specified below and is to protect the business interests of both parties. The Applicant has invited BGL to consider taking an interest in or acquiring his/her/their business and has agreed to give total disclosure of all related financial, market, trade secret and other information to BGL.

During any resulting discussions and negotiations BGL may provide confidential information to the Applicant, including business proposals and methods of effecting any subsequent Transaction which the Applicant must treat in total confidence.

Both the Applicant and Benfield Group therefore Agree and undertake as follows:

1. Extent of Confidentiality:
 - a. To keep the Information and any information already in their respective possession secret;
 - b. To use the Information only for the purpose of assessing the businesses in connection with any proposed transaction (the “permitted Purpose”);
 - c. Not to disclose the Information to anyone except such of their potential Transaction colleagues, consultants, advisors and funders as are strictly necessary and engaged to advise them in connection with the Permitted Purpose; and
 - d. To use their best endeavours to ensure that any copies of the Information, in whatever form, are protected against theft or unauthorised access.
2. The obligations in paragraph 1 shall not apply:-
 - a. To Information already in possession of the other party at the date of this Agreement (as evidenced by written records);
 - b. To Information which becomes published either when received by the other party or thereafter otherwise than in breach of their respective obligations under this Agreement or;
 - c. To Information which either party receives on a non-confidential basis from an independent third party.

The responsibility of conclusively proving the matters in items (i) (ii) and (iii) rests on each party as appropriate.

3. Each Party undertakes for a period of 24 months from the date of this Agreement that they will not initiate or engage in discussions with any person who is or has been an officer, employee or consultant of the other during the period of and for 12 months prior to such discussions or encourage them to end their relationship with the other or solicit any customer or servant in competition with the other.
4. Each Party indemnifies the other and their Directors/Principals against any loss, costs or damages arising out of any breach or non-observance of any obligations under this Agreement.

5. In the event that the Information exchanged is found to be already in either parties possession or is subsequently obtained from an independent third party, each party undertakes to notify the other of the fact immediately in writing.
6. The obligations set out in Paragraph 1 above shall terminate on the expiration of two years from the date that the Information was first received unless otherwise agreed between the parties in writing.
7. Both Parties agree that all negotiations and meetings will be conducted as directed by Benfield Group Ltd. and that no telephone or written communication will be made with employees of either party other than with the permission of the other and that all correspondence and telephone calls will be addressed to the respective Directors/Principals and not employees.
8. Both parties agree that any report or proposal made by BGL is the property of Benfield Group Ltd. and that either upon the other parties Directors'/Principal's request or upon completion of Benfield Group Ltd's assessment they will return any documents (including copies thereof) containing Information relating to such report or proposal forthwith.
9. It is understood and agreed that each and every person concerned in the prospective Transaction to which this document relates whether acting in an individual capacity or on behalf of a body corporate or partnership is or is to be either an owner, potential shareholder, Director or Manager or a close relative thereof as required under the provisions of paragraph 21 of Schedule 1 to the Financial Services Act 1986.

Signed on behalf of Benfield Group Ltd. *(correspondence details as in footer below)*

..... (print name)

Applicants Business Name:

Website:

Address:

Post Code:

Business Description:

Your name:

e-mail:

mobile:

landline:

Signed: (print name)

Personal Address: Date: