

Poppies Franchise

These terms are in connection with a proposal for you to purchase a Poppies Franchise **(proposed transaction)** provided to you by Poppies UK Limited. In consideration of us supplying you with information and documentation relating to the Proposed Transaction, you agree to be bound by the terms of this agreement.

1 Confidentiality of discussions, documents and information

1.1.1 We, or our professional advisers, may supply you or your professional advisers with documents and information relating to the Proposed Transaction and other matters. Those documents and information may be supplied in paper form or in any other format, including CD-ROM or electronic format (and information may be supplied orally).

2.1.2 In this agreement the contents of the documents and information referred to in paragraph 1.1 (whether or not the document or information supplied has been marked "Confidential") and the fact that discussions relating to the Proposed Transaction are taking place between us and our professional advisers are referred to as **Confidential Information**. Copies of any of those documents or information (and records of any information supplied orally), whether made in paper form or any other form, including CD-ROM or electronic form are referred to as **Copies**.

3.1.3 You must keep the Confidential Information confidential and not disclose it to anyone.

4.1.4 You may not use any Confidential Information except for the purposes of your due diligence exercise in connection with or to obtain finance for the Proposed Transaction.

5.1.5 You and anyone to whom disclosure may be made in accordance with this agreement may make Copies but only insofar as is reasonably necessary to carry out your due diligence exercise in connection with or to obtain finance for the Proposed Transaction.

Permitted disclosure

2.1 You may disclose Confidential Information to:

2.1.1 your employees;

2.1.2 your professional advisers; and

2.1.3 any person who is considering providing you with finance for the Proposed Transaction and their professional advisers, but only to the extent that is required for you to carry out your due diligence exercise in connection with the Proposed Transaction or to obtain finance for the Proposed Transaction, and only for those purposes.

2.2 Before you disclose Confidential Information pursuant to this paragraph 2, you must inform the person to whom you are disclosing it as to its confidentiality and after that disclosure you must procure that all persons to whom you have disclosed Confidential Information, and their employees comply with the same obligations that you have under this agreement (both relating to the Confidential Information and other matters).

2.3 You must inform us immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information.

3. Return or deletion of Confidential Information

You must, if we request, return to us all papers, CD-ROMs other formats (other than an electronic format) containing Confidential Information and all Copies that you and any person to whom you have disclosed Confidential Information have made. Where Confidential Information or any Copy exists in electronic format, you and any person to whom you have disclosed Confidential Information must if we request, delete the electronic files which hold that Confidential Information.

4. Confidentiality of reports

If the Proposed Transaction does not proceed, you must keep confidential and not use for any purpose, any reports, valuations, correspondence, search and enquiries results and documents, information or other papers that you have prepared or have received from your professional advisers, financiers or from any statutory or other body or in connection with the Proposed Transaction.

5. Exceptions to the obligations in this agreement

5.1 The obligations as to confidentiality and non-disclosure in this agreement do not apply to matters that are within the public domain (otherwise than by reason of a breach of the terms of this agreement).

5.2 The obligations of confidentiality and non-disclosure do not apply to the extent that disclosure is required by an order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

5.3 Before you disclose any information under paragraph 5.2, you must (to the extent permitted by law) use your best endeavours to:

5.3.1 inform us of the full circumstances of the disclosure and the information that will be disclosed;

5.3.2 consult with us as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to you; and

6. **Duration of the obligations in this agreement**

The obligations in this agreement will last until we enter into a contract for the Proposed Transaction, or, if we do not enter into such a contract, the obligations will last indefinitely.

You agree to indemnify us and keep us indemnified and hold us harmless from and against all actions, claims, demands, liabilities, damages, costs, losses or expenses resulting from any breach by you of your obligations in this agreement.

7. **General**

7.1 This agreement is the entire agreement between us and supersedes any arrangement, understanding or previous agreement between us relating to the Proposed Transaction.

7.2 Should you wish to proceed with the Proposed Transaction a deposit of no greater than £1500 will be required to secure the Franchise. This will reserve the Franchise Territory for 42 days. If the Proposed Transaction is not complete by within 42 days, or should you withdraw your application, or if for any other reason we choose not to proceed any further with the Proposed Transaction, the Deposit will be returned to you less £750 which is the expenses we will have incurred for issuing you the franchise, preparing franchise agreements and other out of pocket expenses that we have incurred directly relating to your application.

7.3 The Confidential Information may not be accurate or complete and we are not liable to you or to anyone to whom you disclose Confidential Information if it is relied upon (but this will not limit or exclude any liability for fraud).

On submitting your Application Form for a Poppies Franchise, you are accepting the terms of this agreement and agree to abide by the terms of this document with respect to the holding in confidence of information emanating from Poppies UK Limited.