

CONFIDENTIALITY UNDERTAKING

I refer to discussions in relation to the potential involvement by my company [] or any of its subsidiaries and group companies (“**we**” or “**us**”) with the purchase of a site or sites owned by the Office of the Police and Crime Commissioner for Northumbria (“the Vendor”), together known as the “**Project**”.

In exchange for us being provided with any confidential information or data in any form in respect of the Project (“**Confidential Information**”) we undertake with the Vendor and their agents together and individually with each of you as follows:

1. Confidentiality Undertaking

1.1 Subject to paragraph 2, we will:

- (a) treat all Confidential Information as secret and confidential;
- (b) only disclose the Confidential Information to our professional advisers, valuers, officers, representatives, employees and/or agents, who need to receive and consider the Confidential Information for the purposes of the Project (the “**Representatives**”);
- (c) save for those persons and/or entities referred to in paragraph 1(b), not disclose the Confidential Information to any third party without your prior consent; and
- (d) not use the Confidential Information for any purpose other than in relation to the Project.

1.2 Except as allowed by paragraph 2.2 or with your prior written approval, we shall also keep confidential and will not disclose or suffer or permit to be disclosed to any third parties other than the Representatives (i) the fact that we are considering the Project or (ii) the proposed terms or status of negotiations of the Project (the “**Knowledge**”).

1.3 Any person referred to in paragraph 1.1(b) and any other persons (including the Representatives) to whom Confidential information is given pursuant to this Letter will first be informed by us of the confidential nature of the Confidential Information and the purpose for which it may be used and in the case of the Knowledge will first be placed under similar duties of confidentiality as we have to you under this Letter and in either case we will be responsible for any breach of any of the obligations in this Letter by the Representatives or such other persons.

2. Exceptions

2.1 Our obligations under this Letter shall not apply to any Confidential Information which:

- (a) was already in the public domain or was known to us or to the persons described at paragraph 1(b) above at the time of its disclosure to us by you; or
- (b) comes into the public domain (other than by reason of a breach of the undertakings given pursuant to this Letter); or
- (c) is supplied to us by a third party who is not, so far as we are aware, in breach of any duty of confidentiality owed to you.

2.2 We will be entitled to disclose any Confidential Information and/or the Knowledge described in paragraph 1.2 if and to the extent that we are required or requested to do so

by any law or by any stock exchange or court or regulatory agency or authority in any jurisdiction and we will, if practicable and if we are permitted to do so by law and regulation, provide you with prompt notice of any such request or requirement.

3. Returning Confidential Information

3.1 In the event that we do not enter into final binding documentation relating to the Project, we will, following receipt of a written request from you:

- (a) return to you or destroy all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in our possession or that of any of the Representatives and which are in a form capable of delivery or destruction; and
- (b) expunge all Confidential Information from any computer or word processor into which it was programmed by us or by any of the Representatives,

PROVIDED THAT we will be permitted to retain for use for the following purposes only:

- (c) any Confidential Information that may be required for the purposes of defending or maintaining any litigation (including any administrative proceeding) relating to this Letter or the Project; and
 - (d) copies of the Confidential Information for the purposes of any law, internal policy, stock exchange or court or regulatory agency or authority; and
 - (e) copies of any computer records and files containing or reflecting any Confidential Information which have been created pursuant to and for the purpose solely of our automatic archiving and back-up procedures; and
 - (f) copies of any reports, minutes, memoranda, models or other work product which contain or reflect Confidential Information, provided it is kept confidential in accordance with the terms of this Letter.
- 3.2 We acknowledge that neither the return of any Confidential Information nor the expunging of any of the same from our records will release us from our obligations under this Letter.

4. Confirmations

- 4.1 You acknowledge and accept that we and our affiliates (the “**Group**”) will not be precluded from representing third parties or acting as principal in transactions (provided they do not involve the Project) but which may involve you on condition that the Group does not use any Confidential Information in connection therewith and does not disclose the Knowledge.
- 4.2 Save to the extent required by law (but then only if you have, to the extent practicable, given prompt notice thereof to us and taken our views into account), you will not, without our prior written consent, disclose to any person other than your directors, officers and advisers who need to know such information for the purposes of evaluating the Project (i) the fact that we are considering the Project or (ii) the proposed terms or status of negotiations of the Project.

5. Duration

- 5.1 The obligations undertaken by us under this Letter will terminate on the earlier of:
- (a) the execution of final binding documentation with you relating to the Project; and
 - (b) the date which is six years from the date of this Letter

6. General

- 6.1 We acknowledge that damages may be inadequate to protect you against any breach of this Letter by us or by our professional advisers, directors, officers, agents, servants or employees or the Representatives or other persons to whom Confidential Information or the Knowledge may have been given pursuant to this Letter and, without prejudice to any other rights and remedies otherwise available to you, you may be entitled to the granting of injunctive relief in your favour.

7. Governing Law

- 7.1 This Letter will be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the English courts in connection with this Letter.

Please confirm your acceptance of the terms of this Letter by signing the acknowledgement on the attached copy of this Letter and returning it to us.

Yours faithfully,

For and on behalf of []

Agreed and accepted.

Signed: Dated:

For and on behalf of Cell:cm Limited