DM Hall

February 2026

Dear Sir/Madam

Proposed acquisition of the Confidential Care Home Sale Fife

We confirm that we wish to receive the Confidential Information (hereinafter defined) relating to the Purpose (hereinafter defined) and, upon receipt of the Confidential Information we confirm that we understand and agree to be bound by the following:

1 In this letter agreement, Confidential Information means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available to us whether before or after the date of this letter agreement (in any form or medium), either directly or indirectly.

2 The use of the Confidential Information is prohibited for any purpose whatsoever other than for assessing whether we wish to proceed with making an offer to purchase the business **(the "Purpose")**.

3 We will treat the Confidential Information as being strictly secret, private and confidential and shall take all reasonable precautions to maintain its status as such.

4 We will not at any time disclose or otherwise make available to any third party any of the Confidential Information other than to those who are required by us in the course of (and solely for the purpose of) providing professional advice and we agree that any such disclosure is on the basis that all parties are made aware of, accept and are bound by the strict provisions of this undertaking. We shall procure that any such person to whom disclosure is made enters into a confidentiality agreement with us on terms equivalent to those contained in this letter agreement.

5 We will keep a record of each person who is given access to the Confidential Information and, upon receipt of a written demand from you or your agent, DM Hall, will destroy or return all such documentation to DM Hall, together with any copies in our possession or that of our professional advisors. If the Confidential Information is stored in electronic form, we shall permanently erase all such Confidential Information from our computer and communications systems and devices used by it. We shall certify in writing that we have complied with this request if required by you.

6 We acknowledge that the Confidential Information may not be accurate or complete and that you make no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

7 Any breach of this letter agreement will result in our interest being terminated by you with immediate effect and may result in further action by you.

8 We undertake to indemnify and hold harmless you and or DM Hall from any cost, charge, damages, expense, fines or loss which we cause, directly or indirectly, as a result of my breach of any of the provisions of this letter agreement.

9 Damages may be a wholly inadequate measure of loss in the event of any breaches of the terms of the letter agreement and accordingly we agree that in such event you and or DM Hall shall be entitled to seek specific enforcement of these terms (by injunction or otherwise) on such terms as any court with jurisdiction may deem just and proper.

10 Any failure by you and/or DM Hall at any time to enforce or exercise any of their rights under this letter agreement will not be construed as a waiver of their right to enforce or exercise that right in future or other rights under this letter agreement at any time.

11 If you decide to not to continue to be involved in the Purpose with us, you shall notify us immediately upon which this letter agreement shall terminate. Notwithstanding the termination of discussions between the parties in relation to the Purpose, the obligations of the Recipient shall continue for a period of [three] years from the termination of this letter agreement. The termination of this letter agreement shall not affect any accrued rights or remedies to which either party is entitled.

12 We would further confirm that no approaches of any kind will be made to your staff, customers or suppliers of the business without your knowledge and written authority.

13 The invalidity or unenforceability of any provisions or part of provision of this letter agreement shall not affect in any way the remaining provisions, which shall be construed as if such invalid or unenforceable part did not exist.

14 This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland.

Yours faithfully,

…….. (signature)

…….. (print name)

Director/Authorised signatory for and on behalf of [[***enquiring party]***])

……(date)

Address:-……

…….

…….

Please return by email to margaret.mitchell@dmhall.co.uk and BusinessSales@dmhall.co.uk

We acknowledge receipt and agree to the terms of this letter agreement.

…….. (signature)

…….. (print name)

Director/Authorised signatory for and on behalf of [[***business owner/DM Hall as agent for and on behalf of business owner]***]

Margaret Mitchell

23 February 2026

Address:- 17 Corstorphine Road, Edinburgh, EH12 6DD

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