

**Professional Services**  
Legal Services

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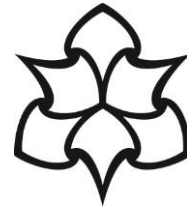
26 May 2021

Dear Sirs,

**Confidentiality Letter Agreement**

**1. Disclosure**

- 1.1 Manchester Metropolitan University (**Provider**) is marketing a site it owns known as Ryebank Fields in Chorlton-cum-Hardy, Manchester, M21 9NS (**Site**) for sale and development in accordance with a Development Framework dated June 2019 (adopted by Manchester City Council in July 2019) (**Development Framework**). The Provider is in discussions with four potential developers (hereinafter each developer is individually referred to as a **Developer** and collectively as the **Developers**).
- 1.2 Chorlton Land Trust Limited (**Recipient**) is interested in receiving information from and consulting with the Provider and the Developers on the proposals for the sale and development of the Site in accordance with the Development Framework (**Purpose**).
- 1.3 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 whether before or after the date of this agreement (in any form or medium), directly or indirectly, by the Provider and the Developers to the Recipient.

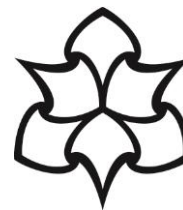


- 1.4 In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:
- (a) keep the Confidential Information secret and confidential;
  - (b) keep the Confidential Information of each Developer secret and confidential from each other Developer and not discuss or disclose each Developer's proposals and information with any other Developer;
  - (c) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
  - (d) only make disclosure of the Confidential Information in accordance with paragraph 1.5 and paragraph 1.6. Any other disclosure can only be made with the Provider's prior written consent.
- 1.5 The Recipient may disclose the Confidential Information to those of its officers and employees that are listed in Schedule 1 to this letter agreement who need to know the relevant Confidential Information and for the Purpose only, provided that the Recipient procures that such persons so listed enter into, and provide a copy to the Provider, of a confidentiality agreement with the Recipient on terms equivalent to those contained in this letter agreement.
- 1.6 The Recipient may disclose the Confidential Information to the minimum extent required by:
- (a) any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction; or
  - (b) the laws or regulations of any country to which the Recipient's affairs are subject.

## **2. Limitations on obligations**

The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:

- 2.1 that it is, or becomes, generally available to the public, other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this letter agreement; or



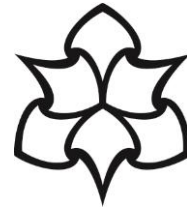
- 2.2 was already lawfully known to the Recipient before it was disclosed by the Provider or the Developers; or
- 2.3 has been received by the Recipient from a third party source that is not connected with the Provider or the Developers and that such source was not under any obligation of confidence in respect of that information.

### **3. Return of the Confidential Information**

- 3.1 If reasonably requested by the Provider at any time, the Recipient shall immediately destroy or return to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it.
- 3.2 The Provider may request the Recipient to certify in writing that it has complied with any of the obligations in paragraph 3.1.
- 3.3 Nothing in paragraph 3.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this paragraph 3.3.

### **4. Term and termination**

- 4.1 If the Provider decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient immediately.
- 4.2 Notwithstanding the termination of discussions between the parties in relation to the Purpose pursuant to paragraph 4.1, the obligations of the Recipient shall continue for a period of two (2) years from the termination of this letter agreement.
- 4.3 The termination of this letter agreement shall not affect any accrued rights or remedies to which either party is entitled.



**5. Acknowledgment and inadequacy of damages**

5.1 The Recipient acknowledges and agrees that:

- (a) the Confidential Information may not be accurate or complete and the Provider makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and
- (b) damages alone would not be an adequate remedy for any breach of the terms of this letter agreement by the Recipient. Accordingly, the Provider shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this letter agreement.

3.1 Notwithstanding any other term of this Agreement, in no event will the Recipient be liable to the Provider, whether in contract, tort or otherwise, for any special, indirect, incidental or consequential damage of any kind, loss of use, data, profit, income, business, anticipated saving, reputation or more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly from any release of the Confidential Information.

**6. Governing law and jurisdiction**

6.1 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 English Law.

6.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter agreement or its subject matter or formation.

Please sign and return a copy of this letter agreement if you agree to its terms.

Yours faithfully,