

<b>Business Enquiry Reference: H08305 – Structural Engineering Consultancy for sale</b>					
Full Name		Contact / Correspondence address			
Mr/Mrs/Miss/Ms/Dr					
Position (if applicable)					
Business Name					
Company Number					
Telephone					
E-mail					
Website		Fax		Mob	

This Undertaking is required to protect the goodwill of our clients' businesses in both buyers' and sellers' interests.

1. You hereby undertake and agree as follows:
  - 1.1 to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company (except to other Disclosees), without our prior written consent;
  - 1.2 to use the Information only for the purpose of assessing the Company in connection with the proposed purchase of the controlling shares in the Company (the Permitted Purpose);
  - 1.3 to ensure that each person to whom disclosure of the Confidential Information is made by you is fully aware in advance of your obligations under this letter and that, in the case of other potential syndicate members, each such person gives an undertaking in respect of the Confidential Information, in the terms of this letter;
  - 1.4 upon written demand from us either to return the Confidential Information and any copies of it in whatever form or to confirm to us in writing that, save as required by law or regulation, it has been destroyed. You shall not be required to return reports, notes or other material prepared by you or other Disclosees or on your behalf or their behalf which incorporate Confidential Information (Secondary Information) provided that the Secondary Information is kept confidential;
  - 1.5 to keep confidential and not reveal to any person, firm or company (other than Disclosees) the fact of your investigations into the Business or that discussions or negotiations are taking place or have taken place between us in connection with the proposed transaction or that potential acquirers are being sought for the Business; and
  - 1.6 that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed in writing.
2. Nothing in paragraph 1 of this agreement shall apply to any information or Confidential Information:
  - 2.1 which, at the time of its disclosure, is in the public domain;
  - 2.2 which you or a Disclosee are required to disclose, retain or maintain by law or any regulatory or government authority. In this case, the disclosee shall inform the Hornblower Business Brokers Ltd in writing of the disclosure requirement as soon as practicably possible so that the broker and/or Vendor shall be able to take the necessary steps to control the conditions of such disclosure.
- 3 You undertake for a period of 24 months from the date of this Agreement that you will not initiate or engage in discussions with any person who is or has been an officer, employee or consultant of the Company during the period of your discussions with the Company or encourage them to end their relationship with the Company or solicit any customer of the Company in competition with the Company
- 4 You will indemnify Hornblower Business Brokers Ltd and their client against any loss, costs or damages arising out of any breach or non-observance of any of your obligations under this Agreement
- 5 This agreement shall be governed and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement.

**Terms of introduction and information**

You understand that Hornblower Business Brokers Ltd. or the vendor cannot guarantee the accuracy of any information provided. Any opinion given is intended for use in conjunction with your normal regulated professional advisors. All comments or information provided should be verified.

This document is NOT to be regarded as an advertisement for investment business (regulated by the Financial Services Act 1986). If you are not considering purchasing a controlling interest in the above business, you should return this document and ignore its contents.

You agree that all interest, requests for information or offers will be addressed directly to Hornblower Business Brokers Ltd. You agree that no direct contact with the vendor will be carried out by you unless given express permission by Hornblower Business Brokers Ltd.

Please indicate your acceptance of the above by signing and returning a copy of this Non-Disclosure Agreement/Confidentiality Undertaking, as soon as possible.

**Please return completed form, BY FAX to 0870 123 1684, BY EMAIL to [ask@hornblower-businesses.co.uk](mailto:ask@hornblower-businesses.co.uk) or BY POST, to Hornblower Business Brokers Ltd, 2 Spencer House, 23 Dartmouth Row, Greenwich, London SE108AW.**

**We have read and agree to the terms of the agreement above.**

Signed..... Date.....  
 For and on behalf of ..... Position .....  
 (Company name if applicable) (if applicable)