



Business Enquiry Reference: HEM270 - Independent Software Vendor - Scientific Sector, South-East Australia			
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. For the purposes of this Agreement, "**Confidential Information**" means any information disclosed by Hornblower Business Brokers Limited and/or the vendor (the "**Disclosing Party**") to you (the "**Receiving Party**") or which is otherwise communicated to or comes to the attention of the Receiving Party whether such information is in writing, oral or in any other form or media and whether such disclosure, communication or coming to the attention of the Receiving Party occurs prior to or during this Agreement, and includes, without limit:
 - a. any information which can be obtained by examination, testing or analysis of any hardware, any component part thereof, software or material samples provided by the Disclosing Party under the terms of this Agreement;
 - b. all information disclosed by the Disclosing Party to the Receiving Party relating directly or indirectly to the Permitted Purpose;
 - c. the fact that the Parties are interested in or assessing the Permitted Purpose and/or are discussing the Permitted Purpose with each other;
 - d. the terms of any agreement reached by the Parties or proposed by any of the Parties (whether or not agreed) in connection with the Permitted Purpose ;and
 - e. all knowledge, information or materials (whether provided in hardcopy or electronic or other form or media) whether of a technical or financial nature or otherwise relating in any manner to the business affairs of the Disclosing Party (or any parent, subsidiary or associated company of that party) software, samples, devices, demonstrations, know-how or other materials of whatever description, whether subject to or protected by copyright, patent, trademark, registered or unregistered design.

2. You hereby undertake and agree as follows:
 - a. to hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company without our prior written consent;
 - b. to use the Confidential Information only for the purpose of assessing the proposed purchase of the Company (the "**Permitted Purpose**");
 - c. 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 Agreement 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 Agreement;
 - d. 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 on your behalf which incorporates Confidential Information ("**Secondary Information**") provided that the Secondary Information is kept confidential;
 - e. to keep confidential and not reveal to any person, firm or company the fact of your investigations into the Company 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 Company; and
 - f. 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.

3. Nothing in this Agreement shall apply to any Confidential Information:
 - a. which, at the time of its disclosure, is in the public domain;
 - b. which you are required to disclose, retain or maintain by law or any regulatory or government authority. In this case, the disclosee shall inform the Disclosing Party 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.

4. 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.

5. You will indemnify the Disclosing Party against any loss, costs or damages arising out of any breach or non-observance of any of your obligations under this Agreement
6. 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.
7. Nothing in this Agreement shall be construed as
 - a. creating an obligation on the Disclosing Party to disclose particular information;
 - b. creating an obligation on the Parties to negotiate; or
 - c. as a representation as to the accuracy, completeness, quality or reliability of the information and the Receiving Party should seek its own advice from an appropriately qualified professional.

Terms of introduction and information

This document is NOT to be regarded as an advertisement for investment business (regulated by the Financial Services and Markets Act 2000).

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 +44 (0) 870 123 1684

BY EMAIL to ask@hornblower-businesses.co.uk

BY POST, to Hornblower Business Brokers Ltd, 26 Burney Street, Greenwich, London SE10 8EX.

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)

Further information

Please provide the information requested below either on this page or typed in a separate email.

1. Your acquisition criteria, (i.e. turnover, profit, deal size and location)
2. How will you be funding your acquisition? (We will seek verification of this prior to agreeing Heads of Terms)

If you would like to speak with one of our commercial funding experts about raising equity or loan finance, please tick here []

3. Your business background and acquisition experience, and

4. The principal reason for your interest in this opportunity.