

Richardson Groves Confidentiality Agreement

This agreement made on	Date: 2010
Between (1) Richardson Groves a partnership whose address is at Cleveland House, Sydney Road, Bath BA2 6NR ("the Agent") and (2)	Contact Name:
On behalf of - Business Name & Address:	
Telephone Number:	
Fax Number:	
Email Address:	

BACKGROUND:

- (a) The Purchasers have responded to an invitation, which was issued by the Agent, to discuss the purchase of certain business assets belonging to the vendor who has appointed the Agent.
- (b) The Purchasers have been advised of the nature of the business and have requested further information relating to the assets and the business of the vendor.
- (c) The Purchasers have been advised by the Agent that the vendor requires all information provided to the Purchasers to be treated in the strictest confidence.

IN CONSIDERATION OF SUCH INFORMATION BEING PROVIDED TO THE PURCHASERS, IT IS NOW AGREED AS FOLLOWS:

1. The information requested by the Purchasers may be provided by the Agent in the form of business particulars
2. On receipt of copies of this agreement signed by the Purchasers, the Agent shall, with the approval of the vendor, provide a copy of the business particulars to the Purchasers and further information relating to the assets and business of the Vendor. The Purchasers undertake to keep such information confidential and agree not to use it to the detriment of the vendor.
3. The Purchasers shall not disclose without the prior written consent of the Agent the contents of the business particulars nor any other commercially sensitive information relating to the vendor or the assets and business of the Vendor obtained from the Agent or the vendor. In particular, the Purchasers shall not divulge the identity of the vendor to any third party or the fact that negotiations are taking place in connection with the proposed transaction.
4. The Purchasers acknowledge and agree that such confidentiality is necessary to protect the business name, goodwill, market position and commercial value of the vendor's business and assets.
5. The Purchasers will on demand from the Agent return all copies of information disclosed by the Agent or the Vendor or confirm in writing that such information has been destroyed.
6. Nothing in this agreement shall apply to information which at the time of its disclosure is in the public domain or was lawfully in the possession of the Purchaser prior to such disclosure.
7. The Purchasers shall be jointly and severally liable for any loss suffered by the vendor as a result of their breach of this agreement.
8. The Agent acts as agent for the vendor in this matter and holds all rights under this agreement on trust for the vendor.

Signed for and on behalf of Richardson Groves	Signed for and on behalf of the purchasers
Name:	Name:
Signature:	Signature:
Date:	Date:
OUR CLIENT REFERENCE: MJW/SD/AE/01	The signatory confirms that he or she has the authority to enter into this confidentiality agreement on behalf of the purchasers.

Please return completed form, BY FAX to +44 (0) 870 123 1684, BY EMAIL to ask@hornblower-businesses.co.uk or BY POST, to Hornblower Business Brokers Ltd, 2 Spencer House, 23 Dartmouth Row, Greenwich, London SE108AW.