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|---|--|----------------------------------|--|-----|--|
| <b>Business Enquiry Reference: HGM348</b>     |  |                                  |  |     |  |
| <b>Commercial Insurance Software Business</b> |  |                                  |  |     |  |
| <b>Acquirer's details</b>                     |  |                                  |  |     |  |
| Full Name                                     |  | Contact / Correspondence address |  |     |  |
| Position (if applicable)                      |  |                                  |  |     |  |
| Business Name                                 |  |                                  |  |     |  |
| Company Number                                |  |                                  |  |     |  |
| Telephone                                     |  |                                  |  |     |  |
| E-mail  |  |                                  |  |     |  |
| Website                                       |  | Fax                              |  | Mob |  |

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. If you are a trade buyer, please state your company's turnover for the last financial year:
3. 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 [ ]

4. Your business background and acquisition experience, and
5. The principal reason for your interest in this opportunity.

If you are a Corporate Finance Advisor please complete with both your own and your client's details and make sure that both you and your client sign this document on page 3. Please enclose any additional information such as Company Brochure and Accounts OR if acting for an MBI candidate please attach a CV.

|  |  |                                  |  |     |  |
|--|--|----------------------------------|--|-----|--|
| <b>Corporate Finance Advisor's details</b> |  |                                  |  |     |  |
| Full Name                                  |  | Contact / Correspondence address |  |     |  |
| Position (if applicable)                   |  |                                  |  |     |  |
| Business Name                              |  |                                  |  |     |  |
| Company Number                             |  |                                  |  |     |  |
| Telephone                                  |  |                                  |  |     |  |
| E-mail                                     |  |                                  |  |     |  |
| Website                                    |  | Fax                              |  | Mob |  |



The undertaking contained in this Agreement is required to protect the goodwill of Our clients' businesses in respect of both buyers' and sellers' interests.

1. For the purposes of this Agreement, "**Confidential Information**" means any information disclosed by Hornblower Business Brokers Limited ("We", "Our" and "Us"), and/or the vendor (together the "**Disclosing Party**") to you ("You") and, if you are a Corporate Finance Advisor, which you may provide to any of your clients or other third parties strictly on the basis that such clients or third parties must have signed this Agreement, and the signed copy been provided to us, before the disclosure of such information to them, who wishes to receive the Confidential Information (together the "**Receiving Party**") in respect of the opportunity to purchase shares or a business introduced or provided by Us to You during the continuation of this Agreement which may be suitable for the Receiving Party to purchase ("**Target**"), 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 the continuation in force of 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 a Target and the Permitted Purpose (as defined below);
  - c. the fact that the Parties are interested in or assessing the Target for the Permitted Purpose and/or are discussing the Target and 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), client or customer details, supplier information, pricing information, software, samples, devices, demonstrations, intellectual property rights including know-how or other materials of whatever description, whether subject to or protected by copyright, patent, trademark, registered or unregistered design.
2. In consideration of the Disclosing Party disclosing to the Receiving Party Confidential Information, the Receiving Party represents that they are a person who falls within Article 19 (disregarding paragraph (6) of that Article) or Article 40 (disregarding paragraph 2(e) of that Article), or Article 62 of the Financial Services and Markets Act 2000 (Financial Promotion) Order and hereby undertakes and agrees as follows:
  - a. to hold the Confidential Information securely and in confidence, and not to disclose or make available, or permit it to be disclosed or made available, to any person, firm, organisation or company without Our prior written consent;
  - b. to use the Confidential Information only for the purpose of assessing the proposed purchase by the Receiving Party (which terms shall not, for the purposes of this clause 2.a., not include any corporate finance advisor) of shares or a business introduced to You by Us (the "**Permitted Purpose**");
  - c. to ensure that each person to whom disclosure of the Confidential Information is made by the Receiving Party is fully aware in advance of the Receiving Party's obligations under this Agreement and that, each such person gives an undertaking in respect of the Confidential Information, in the same terms as those set out in this Agreement;
  - d. upon written demand from Us either to return the Confidential Information, and any copies of it in whatever form, or (at Our absolute discretion) to confirm to Us in writing that, save as required by law or regulation, such Confidential Information has been destroyed. The Receiving Party 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 in accordance with the terms of this Agreement;
  - e. to keep confidential and not reveal to any person, firm, organisation or company the fact of the Receiving Party's investigations into the Target, or that discussions or negotiations are taking place or have taken place between the Receiving Party and Us in connection with the Permitted Purpose, or that potential acquirers are being sought for the Company; and
  - f. that no person gives any warranty, guarantee or makes any representation whatsoever as to the accuracy, completeness, relevance or otherwise of the Confidential Information, save as may subsequently be agreed in writing by the Receiving Party and Us.
3. Nothing in this Agreement shall apply to any Confidential Information which:
  - a. at the time of its disclosure, is in the public domain; or
  - b. the Receiving Party is required to disclose, retain, keep, store or maintain by law or any regulatory or government authority. In this case, the regulatory or government authority requiring such disclosure shall inform the Disclosing Party in writing of the disclosure requirement as soon as practicably possible so that We shall be able to take the necessary steps to control the conditions of such disclosure.

4. The Receiving Party undertakes for a period of twenty four (24) months from the date of disclosure by the Disclosing Party to them of any Confidential Information that they will not initiate or engage, whether directly or indirectly, in any discussions whether face to face, by email or in any other way whatsoever, with any person who is or has been an officer, shareholder, employee or consultant of the Target during the period of the Receiving Party's discussions with the Disclosing Party, or encourage them to end their relationship with the Target, or solicit any customer of the Target in competition with the Target (unless such contact or approaches have been proven to have been made prior to and independently of this undertaking).
5. The Parties hereby agree and acknowledge that damages may be a wholly inadequate measure of loss in the event of any breach of the terms of this Agreement and accordingly you and We agree that in the event of a breach the Disclosing Party shall be entitled to seek specific enforcement of the terms of this Agreement (by injunction, specific performance or otherwise) on such terms as any Court with jurisdiction may deem just and proper.
6. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
7. Any failure by the Disclosing Party at any time to enforce or exercise any of their rights under this Agreement will not be construed as a waiver of their right to enforce or exercise that right in future or other rights under this Agreement at any time.
8. The invalidity or unenforceability of part or all of any provision or part of provision of this Agreement shall not affect in any way the remaining provisions, which shall be construed as if such invalid or unenforceable part did not exist, without affecting the remainder.
9. This Agreement shall be governed by and construed in accordance with the law of England and Wales, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English courts in respect of any claim, dispute or difference arising out of or in connection with this Agreement.
10. 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 in respect of the Permitted Purpose; or
  - c. as a representation as to the accuracy, completeness, quality or reliability of the Confidential Information, and the Receiving Party should seek its own advice from an appropriately qualified professionals and advisors.

#### **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 written 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 EMAIL to [ask@hornblower-businesses.co.uk](mailto:ask@hornblower-businesses.co.uk)**

**BY POST, to Hornblower Business Brokers Ltd, St.Brandon's House, 29 Great George Street, Bristol, BS1 5QT.**



Would you like to receive our monthly newsletter which includes our latest list of businesses for sale, along with notifications when similar businesses come on to the market with Hornblower?

If YES, please tick the box: [  ]

We will not share your personal information with any third parties except to help prevent fraud, or if required to do so by law.

For further information about how We use personal information, how We maintain security of your personal information, and your rights of access to information we hold about you, please contact us at [ask@hornblower-businesses.co.uk](mailto:ask@hornblower-businesses.co.uk).

Further information about how we treat privacy can be found in Our Privacy Policy which has a link on Our website.

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

Signed.....

Date.....

For and on behalf of .....

(Company name if applicable)

Position.....