

HORIZON BUSINESS AGENTS

BUYER'S ACKNOWLEDGEMENT OF INTRODUCTION

NON-DISCLOSURE AGREEMENT

The undersigned Buyer, on signing and returning this agreement individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to and requests confidential information about the following business reference number advertised and identified by Horizon Business Agents (Agent).

Such Confidential Information shall be provided to Buyer for the sole purpose of evaluating the possible purchase by the Buyer of all or part of the assets of the Business. As used in this agreement, the term Buyer applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated.

The Buyer agrees as follows:

1. NON-DISCLOSURE OF INFORMATION:

Buyer acknowledges that the owner of the Business (Seller) desires to maintain the confidentiality of the information disclosed. Buyer agrees not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's legal counsel, accountants, lenders, or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. Buyer shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Agent (at Seller's direction) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION":

The term "Confidential Information" shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists, and any other information whether written, oral, or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or Seller's broker, directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises; or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information that is readily available and known to the public.

3. BUYER'S RESPONSIBILITY AND DISCLAIMER OF AGENTS LIABILITY:

The Agents have received information about the Business from the Seller, which may include, but is not limited to, tax returns, financial statements, equipment lists, and leases. Based on information provided by sellers, agents often prepare a summary description of the business. Buyer understands that the Agent does not audit or verify any information given to Agent or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the Business, its assets, liabilities, financial statements, tax returns, and any other facts that might influence Buyer's purchase decision or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax, and other advisors and not that of the Agent.

4. NON-CIRCUMVENTION AGREEMENT:

The Seller has entered into an agreement providing that Seller shall pay a fee to the Agent if, during the term of that agreement an introduction is made to a buyer and the Business is subsequently transferred to a buyer introduced by the agent or a cooperating agent. Buyer shall conduct all inquiries into and discussions about the Business solely through Agent and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Agents participation, or in any

way interfere with Agents right to a fee, Buyer shall be liable to the agent and the cooperating agent for such fee and any other damages including reasonable solicitors fees and court costs.

5. FURTHER TERMS:

Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords, or suppliers, nor linger, or otherwise observe the Business, without Seller's consent.

For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. This Agreement can only be modified in writing, signed by both Agent and Buyer.

Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the United Kingdom. The venue for any action instituted to enforce any terms of the Agreement shall be in the county in which the Agent is located. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. Buyer acknowledges receipt of a fully completed copy of this Agreement.

Details

Please disclose and provide further details of the business identified by your reference above.

Please print clearly

Name and Address	Contact Telephone Numbers Mobile Home/Business
Email Address	Reference Number(s) of businesses of interest
Signature	Date

Return Details

Print and fax to 0845 241 2531

Scan/Create a new pdf and email to sales@horizonbusinessagents.co.uk

Print and post to Horizon Business Agents, 158 Nacton Road, Ipswich, IP3 9JN