

Business enquiry reference:	
Name:	
Company:	
Company Number:	
Phone:	
E-mail:	

## *Your acquisition criteria*

Turnover:	
EBITDA:	
Location(s):	
Sector(s):	
Management structure:	

- How will you be funding your acquisition? (we will seek verification of this information. Please note as a rule our clients will not entertain seller financing options)

- Your business background and acquisition experience (please provide details of your last acquisition or exit as appropriate)

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## ***Mutual Non-Disclosure Agreement***

The parties will enter into discussions regarding the acquisition of businesses which will involve the exchange of Confidential Information between them and now hereby agree to comply with the terms of this agreement in connection with the disclosure of such Confidential Information.

### **THE PARTIES AGREE AS FOLLOWS:**

- 1. Confidential Information:** Shall mean all information or material that has or may have commercial value or any other use in the business in which the Disclosing Party is engaged unless such information or material is deemed as excluded in accordance with clause 2 below.
  - **Disclosing Party:** shall mean a party to this agreement who either directly or indirectly discloses its Confidential Information to the Receiving Party.
  - **Receiving Party:** shall mean a party to this agreement who either directly or indirectly receives the Confidential Information.

### **2. Obligations of the Receiving Party**

The Receiving Party shall not either directly or indirectly use or disclose the Confidential Information for any reason except for the Purpose (as defined above) without first obtaining the express written consent of the Disclosing Party. The Receiving Party is expected to carefully restrict access to the Confidential Information to its employees, contractors and third parties as is reasonably required and shall ensure that those persons sign non-disclosure restrictions at least as protective as those in this agreement.

### **3. Exclusions of Confidential Information**

The Receiving Party's obligations under this agreement do not extend to information that is either: (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (ii) discovered or created independently by the Receiving Party prior to such disclosure; (iii) is learned by the Receiving Party through legitimate means other than from the Disclosing Party; or (iv) is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

### **4. Permitted Disclosure**

Provided that the Receiving Party comply with the terms of this clause 3, it may disclose the Confidential Information to the minimum extent if it is required to do so through an order made by any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction. The Receiving Party agrees that it will use all reasonable endeavours to give the Disclosing Party as much notice of this disclosure as far as permitted by law.

### **5. Duration**

This agreement shall commence upon the date given above and will remain in effect for a term of 3 years and the Receiving Party's duty to hold in confidential the Confidential Information shall continue for 3 years thereafter.

## 6. No Licence

Nothing in this agreement grants the Receiving Party any license, interest or right in any intellectual property rights contained within the Confidential Information.

## 7. Inadequacy of Damages

The Receiving Party acknowledges and agrees that damages alone would not be an adequate remedy for its breach of the terms of this agreement. The Disclosing Party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement.

## 8. Entire Agreement

This agreement is the entire agreement between the parties. Nothing herein shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on the Disclosing Party to disclose the Confidential Information. Furthermore, the Confidential Information is provided without any warranties and the Recipient Party will have no remedies against the Disclosing Party for any innocent or negligent misrepresentation.

## 9. Third Party Rights

No third party has any right to enforce any term of this agreement.

## 10. Waiver

Any failure or delay of the Disclosing Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy.

## 11. Governing Law and Jurisdiction

The parties agree that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English Courts in relation to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

***IN WITNESS WHEREOF***, the parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the date stated above.

Name:	
Name of company if applicable:	
Date:	
Signature:	