

Name of Purchaser	
Name of Contact	
Address	
Current activities	
Turnover	

Telephone	
Mobile	
Email	
Website	
Source of funds/other information	

Purchasers Agreement

I/We hereby confirm that the details on this form are correct and agree to be bound by the terms and conditions set out in the Confidentiality Undertaking below.

Signed: _____ **Name:** _____ **Position:** _____
Signed for and on behalf of: _____ **Date:** _____

Confidentiality Undertaking

This undertaking sets out the terms on which MTBN and the vendors ('the Vendors') are prepared to make available information ('the Information') relating to the companies, businesses and/or assets ('the Sale Items') of any of the Vendors (including any person, Company or other body you ask us to approach on your behalf).

- 1 You must undertake to treat the Information, whether oral or written or both, as strictly private and confidential and exercise at least the same degree of care with it as you would exercise with your own confidential information which you do not wish to be disclosed.
- 2 You may use and apply the Information solely for the purpose of evaluating the Sale Items in order to decide whether or not you wish to proceed with the negotiations for their purchase.
- 3 You must not disclose the Information or any part thereof to any person or body other than those members of your staff or those of your professional advisors who need to have access to it in order to perform the evaluation of the Sale Items and then only to the extent actually needed to perform such evaluation, and to ensure that each of those persons is fully aware of and complies with the undertakings contained herein.
- 4 You must not divulge the Information received from MTBN relating to the Vendors or the Sale Items or any part thereof to the Vendor's employees, customers, suppliers or franchisors without the Vendors' prior authority, and you must not for a period of twelve months from the date of receipt of the Information solicit the services of any of its employees nor solicit custom from any of its customers or suppliers unless already doing business with them, except by general advertisements.
- 5 Your obligations of confidentiality contained in this undertaking will not apply to any of the Information which passes into the public domain, unless it so passes through any breach of the terms of this undertaking.
- 6 You understand and acknowledge that whilst MTBN and the Vendors believe the Information and all other information to be accurate, its disclosure is not intended to be on the basis of any express or implied warranty to that effect and MTBN expressly disclaims any and all liability for all representations, statements or warranties to that effect.
- 7 These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales. Your obligations contained in this undertaking shall continue indefinitely unless and until you have completed a binding agreement for the purchase of any Sale Items, and shall then only determine in respect of those Sale Items which you have purchased. No relaxation or forbearance by the Vendors or by MTBN in enforcing their or our rights shall prejudice such rights nor shall any waiver of any breach act as a waiver of any subsequent or continuing breach. The invalidity or unenforceability of any term or right arising out of this undertaking shall not in any way affect the remaining terms or rights.
- 8 This Agreement will remain in force until it is terminated in writing by either party and accepted in writing by the other party with the proviso that the terms of the Agreement will continue to apply in relation to any Information provided prior to the termination.