



ideology consulting ltd

7 Ferry Road
London
SW13 9RX

T 0333 939 8010

E info@ideologyconsulting.co.uk
ideologyconsulting.co.uk

BUSINESS SALE NON-DISCLOSURE AGREEMENT

RE: (We will complete the name of the business on receipt of this NDA)

_____ (“the Business”)

You have expressed an interest in discussing the acquisition of the above Business (“the Proposed Transaction”). This letter of agreement sets out the terms upon which we will supply information to you in respect of the Business in order to enable discussions to take place on an informed basis (“the Confidential Information”).

YOU AGREE WITH US:

- A) that the Confidential Information shall comprise all information (in whatever form, including written, oral or electronic and including material created from such information provided to us by you such as notes, reports or analyses) provided by us to you or any third party on our behalf in connection with the Proposed Transaction, including the fact that discussions relating to the Proposed Transaction are taking place between us.
- B) to keep the Confidential Information secret at all times
- C) not to use the Confidential Information in whole or in part, either during or after the discussions relating to the Proposed Transaction, for any purpose apart from in connection with our discussions relating to the Proposed Transaction.
- D) to reveal the Confidential Information only to those of your employees or third party advisers who need to know in connection with our discussions relating to the Proposed Transaction.
- E) to take all proper and reasonable measures to ensure the confidentiality and security of the Confidential Information at all times.
- F) to acknowledge that the property and copyright in the Confidential Information belongs to us and that no licence or any other right is granted to you in respect of the Confidential Information.
- G) to destroy immediately on our written request all Confidential Information in your possession including any copies made (save where we are required pursuant to some law or enactment or regulation or the rules of any Stock Exchange to retain originals or copies of any of the Confidential Information).
- H) that we are not required or obliged to disclose any information of any kind to you.
- I) that no warranty or representation, whether express or implied, is given as to the accuracy, completeness, appropriateness or otherwise of the Confidential Information.
- J) that this agreement does not create any right enforceable by any person who is not a party to it and that the Contracts (Right of Third Parties) Act 1999 as amended shall not apply.

(continued)

BUSINESS SALE NON-DISCLOSURE AGREEMENT
(continued)

In consideration of the said discussions both parties agree:

- 1) that this agreement does not oblige or imply any obligation on either party to enter into any transaction or further agreement.
- 2) that this agreement may only be modified or waived by a separate written agreement between the parties which specifically and expressly modifies or waives this agreement or part of it.
- 3) that this agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims)
- 4) that in the event of any term of this agreement being held to be illegal or unenforceable either in whole or in part that term shall be deemed not to be part of this agreement but the enforceability of the remainder shall be unaffected.
- 5) that any notices under this agreement shall be sent by first-class prepaid post to the address of the recipient party as set out in this letter and shall be deemed to have been received on the second week day (that is, any day excluding Sundays or public or bank holidays in England) following the day on which it was posted.
- 6) that the provisions of this agreement shall last for the duration of the discussions relating to the Proposed Transaction and for 2 years following their conclusion.
- 7) that these terms shall not apply where the Confidential Information:
 - 7.1 was known to us (by means not importing any requirement of confidentiality or involving a breach of confidentiality by a third party) prior to its provision to us;
 - 7.2 is in or subsequently comes in to the public domain (through no fault on our part);
 - 7.3 is required to be disclosed pursuant to any legal, statutory or regulatory requirement.

Signed	
Your Name	Position
Company	
Address	
Postcode	
Telephone Number	

EDT (Electronic document transmissions) Emails with Original Signatures (not electronic) shall be deemed valid and enforceable in respect of any provisions of this NDA (Non-Disclosure Agreement).

EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Please note that should you choose to return the NDA via Email, we respectfully request that the original is returned by post.