

As part of our privacy and confidentiality processes, please read and sign the agreement outlined below.

BETWEEN: (The Prospect)  
AND: White Label Systems t/a **MYADVISOR** (The Consultant)

**WHEREAS:**

The party named in the schedule hereto (“the Vendor”) wishes the Consultant to release and the Prospect seeks certain information relating to the operations and finances of the Business carried on by the Vendor or the Vendor’s company, (the “Confidential Information”) for the purpose of investigating the aforesaid Business for purchase by the Prospect.

**NOW THEREFORE** the Parties agree as follows:

The Confidential Information shall be received by the Prospect on the terms and conditions hereinafter set forth.

## **Confidentiality:**

1. The Prospect agrees and confirms that the Confidential Information will be received and maintained in the strictest of confidence and used only for the purpose of evaluating the business for sale by the Vendor. The Prospect agrees not to reproduce the information received without the express written consent of the Vendor. Only the Prospect or officers of the Prospect shall have access to the Confidential Information and the Prospect will cause its officers to comply with the obligations set forth in this agreement.
2. At any time upon request of the Vendor or the Consultant the Prospect shall promptly return and or permanently destroy all copies of the Confidential Information received and therefore shall not retain any or all of the Confidential Information by the Prospect or its officers or directors.
3. The Prospect shall not acquire any ownership, right, title or interest in the Confidential Information.
4. Any request for additional information by the Prospect shall be directed only to the Consultant. Any additional information provided by the Consultant shall be deemed to be included as Confidential Information.
5. This agreement shall continue in force without limit in point of time, except in respect of Confidential Information which enters the public domain (other than as a result of a breach of this agreement by the Prospect). However, this agreement shall cease to be of any effect if the Prospect purchases the Business from the Vendor.

6. The Prospect agrees that any enquiries, offer, bid, negotiation or dealing relating to the intended purchase of the business or any part thereof shall only be made through the Consultant. All offers to purchase shall be in writing. The Prospect acknowledges that the Consultant has a contractual right to receive commission from the Vendor in the event of a sale of the Vendor's business and, if the Prospect purchases the business through the Consultant, then the Prospect will not be liable for such commission. However the Prospect acknowledges that it may be personally liable for payment of such commission should the Prospect interfere with the Consultant's afore said contractual right to a commission from the Vendor or should the Prospect take any steps to cause payment of such commission to be avoided. Signature of this agreement shall be conclusive evidence that the Prospect has been introduced to the Vendor by the Consultant.
7. The Prospect undertakes to indemnify the Vendor and the Consultant against any actions, proceedings, costs, claims, demands or liabilities which either of them may suffer in consequence of any breach by the Prospect of the undertakings herein contained.

### Disclaimer:

Acting on behalf of the Client, the Consultant will present an Information Memorandum ("The Document") for the purposes of the Investor to assess the business for sale. All information contained within this document has been provided by the Client or third party sources approved by the Client.

The Consultant has compiled this report from those information sources, and on that basis, nothing in this report should be taken to imply that the Consultant has verified, checked, audited or approved any of the information to be accurate and true.

Accordingly the Consultant does not accept any responsibility for the accuracy or completeness of such information or the compilation of information. This Document is prepared solely for the client and is confidential to those parties only engaged under the terms and conditions of this non disclosure and confidentiality agreement. The Document is not to be copied, reproduced or transmitted in any shape or form, whether in part or completeness.

The Prospect understands and agrees that The Consultant is only acting as a conduit between the Prospect and the Vendor, in passing all information received whether verbally or in documented form.

The Consultant will reproduce on receipt of this signed agreement by the Prospect a copy of the Document to the Prospect and their professional advisors, for the purpose of evaluating the business for sale.

## Agreement:

By signing this agreement you fully understand and agree with the disclaimer. You also agree to indemnify White Label Systems t/a MyAdvisor and or, any related companies, employees and contractors, against any actions, proceedings, costs, claims, demands or liabilities which either of them may suffer in consequence of any transaction of future undertakings herein contained in relation to any of the information included in the Document or additional information received through the evaluation or sale process.

You also understand and agree that you must undertake your own due diligence within the course of any proposed transaction to satisfy yourself of the validity of any and all of the information provided within the document, through your own examination of the business and it's records, documentation and financial information.

For the purposes of the Contracts (Privity) Act 1982, this agreement is executed for the benefit of the Vendor in addition to the Consultant.

**The Parties have caused the Agreement to be executed.**

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

### Authorised Officers

Signed for and on behalf of the Prospect \_\_\_\_\_

Print Name \_\_\_\_\_

Address of the Prospect \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prospect's Lawyers Details \_\_\_\_\_

Signed for and on behalf of the Consultant \_\_\_\_\_

Print Name \_\_\_\_\_