

# *RS* BUSINESS TRANSFER AGENTS

## CONFIDENTIALITY AGREEMENT

### Important notice

#### **CONFIDENTIALITY AGREEMENT AND UNDERTAKING IN RESPECT OF ANY BUSINESS MARKETED BY 'RS BUSINESS TRANSFER AGENTS'**

Acceptance of all information supplied to you or any third party by 'RS BUSINESS TRANSFER AGENTS' hereafter known as RS BTA and commits you to the following terms and conditions. You should consider these terms and conditions carefully, if you do not intend or wish to be bound by this Agreement you must not make any approach either directly or indirectly to any business and/or property, staff, owner, or any third party of any business/property marketed by RS BTA either via our website or our offices.

**A recipient of all information obtained from this website, through RS BTA offices or via a third party irrevocably agrees:-**

1. To treat all information contained herein and as may subsequently be supplied with complete confidentiality.
2. To make no approach directly or indirectly to the owner of the business and/or property either personally, or by any other means without the prior consent of RS BTA.
3. To visit the owner and/or business/property only by prior appointment to be made and confirmed through the offices of RS BTA.
4. To request and obtain any and all information required including trading accounts solely through the offices of RS BTA.
5. In consideration of being provided with confidential information and where appropriate, access to the owner's/director's/principal's of any business marketed by RS BTA, hereby undertake to treat any information, whether written, verbal, financial or none financial in the **strictest of confidence**. Such information being given for the sole purpose of negotiating a possible sale/purchase of the business.
6. Any information passed on to Bankers, Financial Advisors, Accountant's or any other advisory bodies or third parties should be given for the sole purpose of progressing any offer to purchase, any such organisations will be deemed to be covered by this Agreement. No person or organisation unconnected with a proposed possible acquisition of an instruction marketed through RS BTA shall be provided with any information whatsoever.
7. To submit any offer to purchase the business/property/lease only through the offices of RS BTA.

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8. I/We agree to keep track of all Confidential Information supplied and the location of such information. At the conclusion of any negotiations/interest in any concern marketed by RS BTA, all notes, financial records or any other information whatsoever supplied to me/us or obtained by me/us or any third parties on my/our behalf will be returned or destroyed, whichever of the aforementioned is requested, to RS BTA. The aforementioned undertaking includes all originals and copies.

## **TERMS AND CONDITIONS**

The Marketing literature/particulars prepared and supplied by RS BTA are purely as a guide and whilst every care is taken to ensure accuracy no responsibility for errors or misdescription is accepted by RS BUSINESS TRANSFER AGENTS or any of the firm's employees. We recommend all intending purchasers satisfy themselves through their own enquiries and inspections that all information supplied by us, or contained within our particulars are correct before committing themselves financially and before entering into any purchase Agreement.

The contents of this Website do not constitute professional advice and no warranties, whether express or implied, are given in relation to its contents. Specifically, to the fullest extent permitted by law, RS BUSINESS TRANSFER AGENTS expressly disclaim all representations and warranties of any kind arising in or relation to this Website or the information posted on the Website