

**UNDERTAKING OF CONFIDENTIALITY & NON-DISCLOSURE (PAGE 1 OF 2)**

By completing this agreement you are creating a legally binding contract irrespective of your chosen method of delivery (including post, fax or e-mail) of the signed document.

Name:	Company Name:	
Secure Address:		
Postcode:		
Secure Tel:	Secure Email:	
Print Name:	Sign:	Date: / /

**If you supply us with non-corporate, personal data, we require your consent to send you acquisition opportunities**

I consent to K3 using my personal details to contact me by email, phone and post for the purposes of informing me of other similar business acquisition opportunities that K3 considers may be of interest. I understand that K3 will provide me with the opportunity to opt-out from such communications with each such communication and that K3's privacy notice regarding their use of my personal data can be found at [www.knightsbridgeplc.com/privacy-policy](http://www.knightsbridgeplc.com/privacy-policy)

(Please tick)

**ACQUISITION PROFILE**

You will appreciate that our clients wish to be fully informed of your interest and the stage you are at in the acquisition process and we would ask you to complete the following - (If you produce a document of your own which covers the following, please attach)

Acquisition strategy / summary of your interest:
Have you made any previous acquisitions?
Please advise how you propose to fund a transaction:

**IMPORTANT NOTE**

You will appreciate that confidentiality agreements are usually shared with our clients for their consideration and approval. By signing this Undertaking, you are agreeing with the terms set out in full on page 2 of this document. Any changes made to this Undertaking need to be agreed separately in writing with K3, otherwise the original version will stand.

**IF YOU ARE ACTING FOR / REPRESENTING ANY OTHER PARTY OTHER THAN YOURSELF (AS DETAILED ABOVE) YOUR CLIENT MUST COMPLETE THE DETAILS BELOW.**

Name:	Company Name:	
Secure Address:		
Postcode:		
Secure Tel:	Secure Email:	
Print Name:	Sign:	Date: / /

## UNDERTAKING OF CONFIDENTIALITY & NON-DISCLOSURE (PAGE 2 OF 2)

### DEFINITIONS

- i. Words importing the singular number shall include the plural.
- ii. "K3" means K3 Capital Group Limited and all subsidiaries and affiliates, registered Head Office KBS House, 5 Springfield Court, Bolton, BL3 2NT. Registered in England No. 06102618 and shall be deemed to include any company or firm to which K3 delegate all or any part of their services for The Client.
- iii. "The Client" means any person, partnership, company, body, club, affiliate and/or any other unincorporated association that instructs K3, directly or indirectly in connection with the disposal of The Business from time to time.
- iv. "The Business" means a business operated by The Client, its parent companies, subsidiaries and all its associated and affiliated, person, partnership, company, body, club and/or any other unincorporated association.
- v. "We" "us" and "our" means the undersigned individual, firm, company including parent companies, subsidiaries and all its associated and affiliated, person, partnership, company, body, club and/or any other unincorporated association including without limitation any associated company or business and any partner in any such business any director or other officers or employee, contractor, consultant or agents of any such party or family member of any such party or any other connected person.
- vi. "Confidential Information" means information (in whatever format and medium and whether written or oral) directly or indirectly concerning The Business or The Client together with any Personal Data and other information which K3 or The Client designate or identify as being confidential.
- vii. "Data Protection Legislation" means all applicable legislation, including without limitation, the Data Protection Act 2018 (DPA 2018), the UK GDPR (as defined in sections 3(10) and 205(4) of the DPA 2018), the Privacy and Electronic Communications (EC Directive Regulations 2003) and any replacement legislation coming into force from time to time together with any codes of practice or other guidance issued by any competent regulatory authority.
- viii. "Personal Data" means personal data as defined in the DPA 2018 relating to The Client, The Client's business or of which The Client is a controller (as defined by Article 4(7) of the UK GDPR).

- 1) We shall treat the Confidential Information as being strictly private and confidential and shall maintain its status as such.
- 2) We shall use the Confidential Information solely in accordance with K3 or The Client's written instructions for the purposes of evaluating the business carried on by The Client with a view to the acquisition of The Business or any of the assets or liabilities of The Business, and not for any other purpose, including but without limitation to gain any commercial advantage over K3, The Client or the Business.
- 3) We shall not at any time disclose or otherwise make available to any third party any of the Confidential Information other than to:
  - 3.1) such of our directors/partners or other members of senior management whose knowledge of such Confidential Information is essential to achieve a proposed purchase of The Business;
  - 3.2) any professional advisers acting on our behalf in connection with the proposed purchase of The Business;
  - 3.3) any other financial institution from which we may seek finance for or in connection with the proposed purchase of The Business
  - 3.4) any other person approved in writing in advance by K3 or The Clients.
- 4) We shall ensure that any of the persons referred to in paragraphs 3.1 to 3.4 to whom all or any of the Confidential Information is disclosed shall hold it strictly confidential and shall not disclose it to any third party except to those persons as permitted by paragraphs 3.1 to 3.4. We are also obliged to ensure the confidentiality of such information is maintained by such persons.
- 5) We shall maintain a list of individuals or entities to whom any Confidential Information is disclosed and make such list available to K3 upon request.
- 6) We shall comply with all applicable data protection laws at all times during the term of this Undertaking including, without limitation, the Data Protection Legislation.
- 7) We acknowledge that the following types of Personal Data will be shared by K3 with us during the term of this Undertaking:
  - 7.1) Contact details of The Client;
  - 7.2) Experience and history of The Client and, where applicable, the directors of The Business;
  - 7.3) any other Personal Data that may be supplied by or on behalf of The Client.
- 8) We confirm that the Personal Data requested is not irrelevant or excessive to the purposes of our assessing the transaction and is necessary for the purpose of considering the proposed purchase of The Business.
- 9) We shall ensure that our staff are under a duty of confidentiality with respect to the Personal Data and are appropriately trained to handle and process the same in accordance with our technical and organisational security measures and any Data Protection Legislation.
- 10) Within 30 days of any party deciding that negotiations / discussions or the proposed transaction will not proceed, we will delete or return (as may be requested) all shared Personal Data and provide certification of the same.
- 11) We shall not except with prior written consent from K3 reproduce the Confidential Information (in any format in whole or in part) and we shall, whenever requested by K3, return, immediately all matter in tangible form which constitutes the Confidential Information, or any part of it, together with all copies (whether supplied to or made by us) and we will destroy (and ensure that any persons referred to in paragraph 3 above to whom Confidential Information has been imparted confirms to you in writing that they have destroyed) any analysis, compilations, studies, reports and other documents or materials prepared by us or on our behalf which reflect or are prepared from any of the Confidential Information.

- 12) We shall not at any time disclose to any third party the fact that negotiations/discussions are taking place or have taken place concerning the proposed purchase of The Business or any of the terms or conditions.
- 13) With exception of the Personal Data to which this Undertaking shall continue to apply indefinitely, we confirm that we will not from the date hereof until two years from the termination of negotiations (except in the course of completion of the proposed purchase of The Business), whether by use of the Confidential Information or otherwise:
  - 13.1) make contact or approaches of any kind to the staff, customers or suppliers of The Client or The Business or any governmental or regulatory body nor with any other person connected with The Client without the Client's prior knowledge and written consent; or
  - 13.2) seek to entice away from The Business or The Client any employee, officer or contractor of The Client or The Business; or
  - 13.3) seek to interfere with The Business or The Client, and for the avoidance of doubt, the restrictions in this paragraph 13 shall not apply to any contact or approaches that are made prior to, or independently of, this agreement in our usual course of business and shall not restrict the recruitment, employment or engagement of any employee, officer or contractor of The Client or The Business made by way of bona fide and unsolicited means, including job advertisements or the use of recruitment firms.
- 14) We shall notify you immediately (and in any event within 24 hours) upon becoming aware of any unauthorised disclosure, copying, use or loss of all or any part of the Confidential Information and we accept that we shall be responsible for any breach of any of the terms of this Undertaking by us or those persons to whom we provide the Confidential Information.
- 15) We are acting in this proposed purchase of The Business as principal and not as agent or broker for any other person or company and that our interest is in acquiring The Business for the purposes of our business.
- 16) We will not and have not entered into any agreement in reliance upon any representation, written or oral, made by K3 or The Client or made on their behalf.
- 17) The delivery to us of any information (including, without limitation, budgets and financial forecasts and projections which may form part of the Confidential Information) does not, and shall not be deemed to, constitute any representation or expression of opinion or warranty by you or your Client as to its accuracy or completeness.
- 18) K3 will not be liable for any loss or damage suffered or incurred by us as a result of the supply by K3, The Client or The Client's advisers and the use by us of any information, including the Confidential Information, (in particular but without limitation) as a result of any errors or inaccuracies in any of the information.
- 19) Our negotiations (if any) with The Client shall not be conducted in such a way or manner so as to interfere with any fees payable to K3 by The Client.
- 20) Nothing contained in this Undertaking shall compel K3 to provide us with information relating to The Business or The Client which we request and K3 shall be entitled at its discretion to decline to supply us with all or any information.
- 21) Nothing contained in this Undertaking shall in any way restrict our right to use, disclose or otherwise deal with any of the Confidential Information if and to the extent that:
  - 21.1) it is in the public domain in substantially the same combination as that in which it was disclosed to us other than as a result of a breach of this agreement or any other obligations of confidentiality;
  - 21.2) it is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
  - 21.3) it is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);
  - 21.4) it is approved for disclosure by K3 or The Client in writing; provided always that we shall provide you with at least ten (10) days' written notice of our intention to rely upon one or more of these exceptions, such notice specifying details of the exception to be relied upon and the information concerned.
- 22) We agree to provide reasonable assistance as is necessary to K3 to facilitate the handling of any potential or actual loss or breach of The Client's Personal Data.
- 23) We acknowledge that we may receive Confidential Information regarding a number of The Clients and The Businesses from time to time and on each such occasion, the terms of this Undertaking apply.
- 24) Damages may be a wholly inadequate measure of loss in the event of any breach of the terms of this Undertaking and accordingly we agree that in such event K3 and/or The Client shall be entitled to seek specific enforcement of these terms (by injunction or otherwise) on such terms as any Court with jurisdiction may deem just and proper.
- 25) Any failure by K3 and/or The Client at any time to enforce or exercise any of their rights under this Undertaking will not be construed as a waiver of their right to enforce or exercise that right in future or other rights under this Undertaking at any time.
- 26) The invalidity or unenforceability of any provision or part of provision of this Undertaking shall not affect in any way the remaining provisions, which shall be construed as if such invalid or unenforceable part did not exist.
- 27) This Undertaking is governed by and shall be construed in accordance with English Law and each party submits to the non-exclusive jurisdiction of the Courts of England and Wales. By completing this agreement, you are creating a legally binding contract irrespective of your chosen method of delivery (including post, fax or email) of the signed document.