**Financial Confidentiality Agreement**

The parties to this Agreement are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Hereinafter referred to as The Seller)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Hereinafter referred as The Prospective Buyer)

Whereas The Prospective Buyer requests confidential information relating to financial statements including but not limited to past trading results.

**Declaration by The Prospective Buyer**

1. I/WE undertake to maintain full confidentiality and undertake not to make any copies of documentation supplied by The Seller by any means whatsoever, nor shall I/We make the documentation supplied available to any third party, either now or at any time in the future.

2. I/We agree that if any part or all of the documentation is to be scrutinized by a professional in the legal or accounting field in their capacity as professional advisors to The Prospective Buyer, or any other named third party, permission must be obtained in writing from The Seller prior to the disclosure of the documentation a nd this Financial Confidentiality Agreement shall be binding upon any such third parties.

3. I/We acknowledge that any and all documentation supplied by The Seller, was made accessible to me/us on the express understanding that the knowledge derived therefrom is to be used exclusively for the purpose of accepting or rejecting the business proposal currently under negotiation.

4. I/We undertake to return all confidential information supplied to me/us by the Seller upon request from The Seller within Seven (7) days of such request.

5. I/We understand that signing this Financial Confidentiality Agreement does not constitute any binding obligation to The Seller other than to maintain absolute confidentiality.

6. I/We expressly declare that I/We are not acting on behalf of any third party either in the negotiation of the purchase of the business or in the examination of confidential information supplied to me/us by The Seller.

7. I/We acknowledge that it would be prejudicial to the legitimate business interests of The Seller and all negotiations will be terminated should any documentation supplied by The Seller to The Prospective Buyer become accessible to unauthorized parties.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

Prospective Buyer's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_