

Confidentiality Agreement

Business Broker AG entrusts the following private person:

First name: _____ Surname: _____ Company: _____

Street: _____ Zip code: _____ Town: _____

Phone: _____ E-mail: _____

(The "Prospect") information about company ("Company"), in particular regarding the business and the financial situation of companies (hereinafter "Protected Information") in connection with a potential takeover of the company.

The Prospect would like to receive information about the following companies / mandate:

Project number: _____ **Title:** _____

The Prospect agrees to:

1. Observe strict secrecy on proprietary information even after their return or destruction.
2. To use protected information exclusively for evaluating a possible takeover and not to disclose it to third parties.
3. Not to get in direct contact with the seller of a company, its employees, customers, suppliers and landlords, or conduct contractual negotiations without the prior written permission from Business Broker AG.
4. To return to Business Broker AG or destroy protected information at the conclusion of a project. The foregoing obligations remain valid even after return or destruction.
5. To take all precautions to ensure the confidentiality and secrecy of information. To protect its access, use and misappropriation.
6. To ensure that all consultants appointed by him sign a confidentiality agreement in relation to Business Broker AG.

Protected information means any managerial, technical, financial or other information from companies, which are made available to the interested parties/prospect. Protected information is also the intention of selling per se. Information that is already generally known or is common knowledge without violating the above points or can be made known by a third party without breaching an obligation of confidentiality are not considered as confidential. Likewise, information already available in the marketing and promotional materials are not considered as confidential. In the event of a breach of the agreement resulting from this agreement, the Prospect is liable for damages.

The prospect acknowledges that each party is entitled to change the process in connection with the project or to cancel and terminate discussions and negotiations at any time without notice and for any reason until such a time as when a definitive written agreement has been concluded. Each party shall bear their own costs.

If the prospect receives information either now or later by e-mail, post, fax or phone regarding other companies of Business Broker AG, he agrees with the information request that this confidentiality agreement is binding for all other companies/information of Business Broker AG.

The Prospect declares that he (tick one box only) requests the information

- ☐ In his own name and for himself or
☐ for or on behalf of a third party.

Place: _____

Date: _____

Name: _____

Signature: _____