

MARINE REGISTRATION & CONFIDENTIALITY UNDERTAKING

Our arrangements with our clients ('the Seller') requires us to obtain a signed Buyer Registration and Confidentiality Agreement along with proof of identity and evidence of financial standing from applicants before we disclose commercially sensitive information including in some circumstances the location of a particular business.

PREMIUM BUYER AGREEMENT

In consideration of the provision of Information regarding businesses advertised for sale by First Peninsula (Holdings) Limited ('the Agent'), associated companies or on behalf of 3rd Parties:

I / we ('the Buyer') _____ understand and agree as follows:-

1. I acknowledge that the information (as defined herein) provided by the Agent in respect of businesses for sale is sensitive and confidential and its disclosure to others would be damaging to the businesses and to the Agent's relationship with the Seller and 3rd parties.
2. 'Information' means all information relating to the Seller and the business including but not limited to:-
 - 2.1 information of whatever nature relating to the Seller or its business or businesses (including the fact that any given business is for sale) which is obtained whether in writing, in electronic form, pictorially or orally, by you or your advisers from either the Seller, a third party, the Agent or any party's advisers or by observations during visits, in each case in connection with the evaluation of or the making of an offer to purchase a business from a Seller;
 - 2.2 the content of any negotiations and discussions relating to any business both before and after the termination of those negotiations or discussions or your withdrawal from making an offer;
 - 2.3 but does not include information which is publicly available other than as a result of this Agreement; or lawfully available to you from a third party free from any confidentiality restriction; or provided by the Seller and marked 'Non Confidential'.
3. I will not disclose any Information regarding any businesses to any other person who has not also entered into this Agreement except to my professional advisers, in which case I agree to obtain their consent to maintain such confidentiality. All information provided to me will be returned to its source without retaining copies, summaries, analyses or extracts thereof in the event that I do not proceed with the purchase of the business.
4. I will be responsible for any breach of the terms of this agreement. I will indemnify and keep indemnified in full the Seller and the Agent from and against all costs, expenses, losses or damages (including but not limited to legal expenses) which may arise directly or indirectly from the unauthorised disclosure or use of confidential information or from any other breach of the terms of this Agreement.
5. I will not contact the Seller or the Seller's advisers, landlord, employees, suppliers or customers except through the Agent. I agree that I will not visit the company's premises in connection with purchasing the business unless and until approval is given. I will not use the Information to establish a competitive advantage over the Seller at any time.
6. I acknowledge that all Information is provided by the Seller or 3rd parties and is not verified in any way by the Agent. The Agent will rely on the Sellers or 3rd parties for the accuracy and completeness of the Information, has no knowledge of the accuracy of said Information and makes no warranty, representation or undertaking, express or implied, as to the accuracy or impact of Information and I agree to indemnify and hold the Agent harmless from any claims or damages resulting from its use. Prior to finalising an agreement to purchase a business, it is my responsibility to make an independent verification of all Information. I will look only to the Seller, 3rd parties and to my own investigation for all information regarding any business advertised by the Agent on behalf of the Seller or 3rd parties.
7. I acknowledge that the Agent does not give tax, accounting, legal or financial advice.

8. Should I enter into an agreement to purchase a business the Agent advertises for sale, if necessary, I grant to the Seller of that business the right to obtain through standard reporting agencies financial and credit information concerning me or the companies or other parties I represent and understand that this information will be held confidential by the Sellers and the Agent and will only be used for the purpose of confirming my ability to pay the consideration for such a business and for the Seller to extend credit to me should an arrangement to do so be agreed.
9. I confirm that I shall promptly provide proof of identity and a statement of investment funds availability to the Agent by completing this agreement in full and by responding to any future request to provide evidence of financing where necessary. I agree to provide details of my search criteria including business type and likely timescales and understand that the Agent provides no guarantee of achieving specific results.
10. Should I require access to the secure document area and knowledge base I agree to pay the advertised Premium Buyer membership fee on registration by cheque or online on the understanding that my fee will be refunded in full on purchase of a marine business where transacted by the Agent itself.
11. I recognise that access to secure document areas are password protected and the password provided to me applies to my registration only. I agree to keep all passwords secure and will not disclose details to any 3rd party. I recognise that any breach of this agreement will result in secure access rights being immediately withdrawn without refund of my membership fee.
12. All correspondence, enquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented to me, or companies which I represent, will be conducted exclusively through the Agent unless otherwise advertised. Where 3rd party Agents are involved I understand that additional terms and agreements to confidentiality may be required.
13. This Agreement will be governed by and interpreted in accordance with the laws of England.
14. This Agreement is enforceable by the Seller but otherwise only the parties to this Agreement may enforce any of the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. This Agreement may however be varied without the consent of the Sellers by agreement between the Agent and the Buyer.
15. I warrant that I am a Director of _____ and that I have the actual authority of that company to enter into this Agreement and bind the company to its terms. (Delete if not appropriate)

Agreed and accepted this _____ day of _____ 20 _____

Buyer's Signature(s): _____

Buyer's Address: _____

_____ Post Code: _____

Phone: _____ Mobile: _____ Fax: _____

Email Address: _____

CONFIDENTIAL QUESTIONNAIRE

What type of business are you interested in? (Or Ref No): _____

Which geographical areas are you targeting if any? _____

Please state total investment funds available excluding loans: £ _____

What is your target purchase budget including finance? £ _____

State reason for purchase and ideal timescales : _____