



55 High Street, Cockenzie  
East Lothian  
EH32 0DG  
Tel: 01875-812648

**PROSPECTIVE PURCHASER(S) CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is dated: .....day of....., 20....

And is made between: ALASTAIR CRAWFORD RITCHIE of

SPLASH DOG GROOMING whose place of business is at 55 HIGH STREET, COCKENZIE, EAST  
LOTHIAN EH32 0DG ('the Company'); and

*Your Name(s), Address(s), contact phone(s) and email address(s):*

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.....  
.....  
.....  
.....  
.....  
.....

*Phone:.....email:.....*

**1. Definitions**

In this Agreement the following terms and phrases shall have the following meaning unless the context otherwise requires:

**Proposed Transaction** the sale of the Seller’s business of SPLASH DOG GROOMING to the Buyer as set out in the current version of “SDG - Dog Grooming Business for sale brochure”.

**Confidential Information** means all confidential information in respect of the Proposed Transaction, including, but not limited to, any ideas, business methods, prices, accounts, finance, marketing, research, development, manpower plans, processes, market opportunities, intentions, intellectual property rights, design rights, product information, customer lists or details, employees’ details, trade secrets, computer systems and software, and other matters connected with the products or services manufactured, marketed, provided or obtained by the Seller, and information concerning the Seller’s relationships with actual or potential clients or customers and



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the needs and requirements of such clients' or customers' operations.

**2. Obligation of confidentiality**

In return for the Seller making Confidential Information available to the Buyer, the Buyer shall treat as confidential all Confidential Information supplied by or on behalf of the Seller in connection with the Proposed Transaction.

**3. Purpose of disclosure**

To enable the Buyer to proceed with the Proposed Transaction.

**4. Exclusions**

The obligation of confidentiality set out in clause 2 does not apply to:

- 4.1 any information received from a third party who was legally free at the time of disclosure to disclose it;
- 4.2 any information which was already lawfully in the Buyer's possession prior to receiving it from the Seller; and
- 4.3 any information which is in its entirety already in the public domain.

**5. Duties of Buyer**

- 5.1 The Buyer shall take such reasonable security measures to protect the Confidential Information as [it/he] takes to protect [its/his] own confidential information and trade secrets.
- 5.2 The Buyer shall not, without the prior written consent of the Seller, permit any of the Confidential Information:
  - 5.2.1 to be disclosed, other than in confidence to [its/his] legal or professional advisers;
  - 5.2.2 to be copied or reproduced;
  - 5.2.3 to be commercially exploited in any way;
  - 5.2.4 to be used for any purpose other than in connection with the Proposed Transaction; and
  - 5.2.5 to pass outside the control of the Buyer.
- 5.3 The Buyer agrees to keep a record of Confidential Information received.
- 5.4 The Buyer will return to the Seller, if so requested by the Seller at any time, all documents containing Confidential Information and all copies of those documents on demand at any time which are in [its/his] possession or under [its/their] control, and for this purpose the term "documents" includes computer discs and all other materials capable of storing data and information. The Buyer agrees that such documents remain the property of the Seller.

**6. Duration**



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This agreement will only terminate upon the completion of the Proposed Transaction, and shall not be affected by the termination of the negotiations or discussion between the Seller and the Buyer in relation to the Proposed Transaction.

SIGNED:

.....  
Partner

For and on behalf of the Company

SIGNED:

.....  
*(Name(s) of Prospective Purchaser(s))*

*Once you have completed this form, either post it to us at the address above or scan/email it to:*

*SellingUp@SplashDogGrooming.co.uk*

*Be sure to have read the cover letter and our sales brochure first.*