**NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

The **UNDERSIGNED** acknowledges receipt of a copy of this agreement and of CONFIDENTIAL information in respect of the business known as:

Sparklewhite Teeth – (Hereinafter called the business) and introduced by Sparklewhite Teeth Ltd.

The **UNDERSIGNED** also acknowledges and understands and states:

1.That Sparklewhite Teeth Ltd is merely transmitting, without warranty, information, data and material supplied by the owner and/or his/her employees and associates of the business.

2.That Sparklewhite Teeth Ltd and its representing salesperson(s) make no representation as to or concerning the accuracy of the material and that they have not been instrumental in or attempted or made effort to have any independent investigation to verify any such information, data and material concerning said business. Sparklewhite Teeth Ltd and or its salesperson(s) shall not be accountable or liable for its accuracy.

3.That such information and material, as well as any negotiations are **CONFIDENTIAL** and represents and warrants the same will not be disclosed to any person or party except the legal and financial advisers of the **UNDERSIGNED** who may be furnished with such information for the purpose of advising the **UNDERSIGNED** as to the proposed purchase of the subject business.

4.That the **UNDERSIGNED** is a potential buyer of the business and is **NOT** searching for information for any competitive, Governmental, legal or illegal use.

Sparklewhite Teeth Ltd declares that the **UNDERSIGNED** must independently investigate and verify the information supplied. As well as independently undertake a careful and diligent research of all aspects of the said business so that a sound assessment and valuation of it may be made by the **UNDERSIGNED**.

The **UNDERSIGNED** agrees that all dealings concerning the said business opportunity will be handled through Sparklewhite Teeth Ltd and that no contact be made with the vendor in any respect except through Sparklewhite Teeth Ltd.

The **UNDERSIGNED** understands and acknowledges that the vendor will be responsible for any fees due to Sparklewhite Teeth Ltd should a sales transaction take place during the 6 month period following the date of the expiration of the listing agreement Sparklewhite Teeth Ltd will have with the vendor.

The **UNDERSIGNED** understands that he/she is aware of the sensitivity of these discussions and that they may affect the employees of the said business and agrees that they will refrain from initiating any direct or indirect contact with those persons without the express written approval of the vendor of the business having been first sought and given.

In the event that discussions and negotiations do not culminate in a sales transaction of the business from the vendor to the **UNDERSIGNED**, that the **UNDERSIGNED** agrees that he/she will not knowingly solicit the employment of employees or the custom of the customers of the said business for a period of one year from the time such negotiations and discussions cease.

At any time as interest in and/or negotiations for the business cease by either party, the **UNDERSIGNED** agrees to promptly return all originals and copies of information furnished and destroy all notes and copies made thereof made on this matter.

The **UNDERSIGNED** is declared as;

Name(s):…………………………………………………………………………………………………………………………………

Representing:………………………………………………………………………………………………………………………….

Of Address: ……………………………………………………………………………………………………………………………

Phone Number: …………………………Email: ………………………………………………………………………………..

Address: ………………………………………………………………………………………………………………………………..

AND acknowledges as follows:

I have read the above and hereby acknowledge that Sparklewhite Teeth Ltd makes no representation or warranty as to the correctness, completeness or accuracy of any information, data and material supplied by it to me and now and hereafter concerning the above mentioned business and that it is my sole responsibility to verify to my satisfaction and the said information, data and material.

I understand that any decision to purchase this business must be based on my own analysis and judgement. I declare by way of personal guarantee that I have authority to sign this document on behalf of the prospective purchaser where such prospective purchaser be a company or trust.

Signed: ………………………………………….. Witness: ……………………………………………………………………

Print Name of Witness:……………………………………………………

Dated: ......../……../……..  **Please return by email to:** [**info@sparklewhite.co.nz**](mailto:info@sparklewhite.co.nz)