

TWO WAY CONFIDENTIALITY AGREEMENT

Please complete the form

Date:

1. Maximiti Ltd of 1st Floor, 47 Bury New Road, Prestwich, Manchester M25 9JY
(Tel No: 0161 798 2120 | E-mail address: info@maximiti.co.uk)

2. [] of []
(Tel No. [] | E-mail address [])

The parties may each have disclosed and may wish to further disclose certain information of a confidential nature to each other and wish to protect such information on the following terms. Maximiti Ltd is disclosing information relating to third parties with whom the counterparty to this agreement may wish to conduct business.

1. Definitions

"Purpose" means any discussions and negotiations between or within the parties concerning or in connection with the potential establishment of a business relationship for the purpose of a sale, merger or acquisition of a third party business.

"Confidential Information" means any information or data of a confidential or commercially sensitive nature including, without limitation, that relating to a party's business or affairs (including but not limited to information ascertainable by the inspection or analysis of samples) disclosed whether in writing, orally or by any other means by that party ("the owner") to the recipient party or by a third party on behalf of the owner, whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which:

- i) is or becomes common knowledge without breach of this Agreement by the recipient party;
- ii) the recipient party can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the owner;
- iii) the recipient party obtains or has available from a source other than the owner without breach by the recipient party or such source of any obligation of confidentiality owed to the owner.

2. Handling of Confidential Information

i) The recipient party shall maintain the owner's Confidential Information in confidence and shall exercise in relation to such Information no lesser security measures and degree of care than those which the recipient party applies or would apply to its own Confidential Information which the recipient party warrants as providing adequate protection against unauthorised disclosure, copying and use.

ii) The recipient party shall ensure that its disclosure of the owner's Confidential Information is restricted to those employees and/or professional advisors of the recipient having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the owner. All Confidential Information and copies thereof shall be returned to the owner within [14] days of the date of a written request to do so.

3. Limitations and warranty

i) The recipient party shall:

a) not divulge the owner's Confidential Information, in whole or in part, to any third party;

b) use the same only for the Purpose; and

c) make no commercial use of the same or any part of it without the prior written consent of the owner or Maximiti Ltd.

ii) Notwithstanding the foregoing, the recipient party shall be entitled to make any disclosure of the Confidential Information required by law provided that it gives the owner not less than 7 day's notice of such disclosure.

iii) The owner reserves all rights in the Confidential Information and no licence is granted or to be implied from this Agreement, whether directly or indirectly under any patent, invention, discovery, copyright or any other Intellectual Property or otherwise.

iv) The owner warrants its right to disclose the Confidential Information to the recipient party and to authorise the use of the same for the Purpose.

4. Notices

All notices under this Agreement shall be in writing, sent by facsimile, e-mail or first class registered or recorded delivery post to the party being served at its address specified above, or at such other address of which such party shall have given notice in accordance with this clause, and marked for the attention of that party's signatory to this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

5. Termination

This Agreement shall continue in force from the date of its commencement until terminated by mutual consent. The provisions of clauses 1, 2, 3 and 6 shall survive any such termination.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of England.

As witness this Agreement has been signed by and on behalf of each party by its duly authorised representatives on the day and year of first above written.

Name Norman Younger _____

Name _____

Signature *Norman Younger* _____

Signature _____

For and behalf of Maximiti Ltd

For and behalf of _____

Date _____

Date _____

PRACTICE ACQUISITION QUESTIONNAIRE

Personal Information

Your Name _____

Practice Name _____

Position in Firm _____

Your Qualification _____

Address of Practice (if not in practice please give your home address) _____

_____ Postcode _____

Tel No _____ Mobile No _____

Email _____

Are you the beneficial owner and decision maker?

Yes

No

If not, please provide details

What strengths / achievements can you list that should encourage a seller to choose you as a buyer?

If you are **NOT YET** in practice but employed please complete this section **ONLY**.

If you **ARE CURRENTLY** in practice please skip this section

Qualification details _____

Position with current employer _____

Employment history over past 3 years

When you would like to make a purchase? _____

Level of fees you seek to acquire _____

Any other relevant information, including how you are funding the purchase:

Details of your practice

Structure of Practice

- Sole Practitioner
 Partnership
 Limited Company
 LLP

Regulator of Practice

- Chartered
 Certified
 Other _____

Services Offered

- General
 Audit
 Insolvency
 Expert Witness
 Financial services
 Tax
 Payroll
 Specialties or particular focus _____

Client Profiles

- Sole Traders Partnerships Trusts
 Individual Limited Companies Charities / Not for Profit
 Specialties or particular focus _____

GRF £ _____	Other Fees £ _____
Estimated Gross Payroll excluding equity partners £ _____	Partner Charge out rate £ _____ per hour
How many Partners are there in your practice? _____	How many does your practice have of Other fee earners? _____ Administration staff? _____ Clients? _____
Ages _____	

How long has your practice been established? _____

Within how many miles of your practice are your client's premises?

- 10 25 50 Over 50

How was your practice established?

- Established myself Grown through Acquisition Inherited or replaced retiring partner Grown through Merger

Have you had any disciplinary matters or adverse publicity at any time in the past, or currently pending?

- Yes No

Have you made any PI claims in the past, or are there any claims pending?

- Yes No

If through acquisition, how many purchases have you made to present date? _____

What accounts software does your practice use?

Any other relevant information

How are you funding the purchase?

Details of your requirements

What is your maximum fee income you are looking to purchase? £ _____

Will you integrate fees acquired into your existing practice?

- Yes No Not Sure

What is the preferable distance from your current practice?

- 10 miles 25 miles 50 miles Any

What are your purchasing requirements?

- Whole Practice Block of Fees Merger No preference

Will you wish to retain staff working in acquired practice?

- Yes No Not Sure

Do you have office space to accommodate the acquisition?

- Yes No

Do you have enough staff to accommodate the acquisition?

- Yes No

How many offices do you have? _____

If you have more than one office, please specify locations

Please briefly state any other parameters you have:

Fees & Charges

There are no fees or charges to register as a buyer. Upon completion of a deal our fee, agreed in writing prior to any introduction, will fall due. Any bespoke marketing or consulting we carry out for you will be agreed in writing prior to commencement of the brief.

Our Promise

We guarantee that we will be there for you at every stage, from the initial contact right through to completion. Maximiti's philosophy of putting the customer first is integral to our modus operandi, ensuring that you will receive a personal and professional service at all times regardless of the size of your practice.

Finally, may we ask you to read and sign the letter of confidentiality which you will find enclosed.

Thank you for taking the time to fill out this questionnaire. Please return it to us at your convenience. We look forward to working with you and achieving beneficial outcomes for all parties involved.

Please return this form as soon as possible. Please note that without this form we may be unable to commence matching you with a seller.