



CONFIDENTIALITY UNDERTAKING

Name and Surname:

ID Number:

Physical Home Address:

Cell Number:

E-mail:

The undersigned ("Client") hereby acknowledges that the information and documentation provided by **BC Franchising Consultants**, business agents/brokers of 2 Chasselle, 1 Doulton Close, Mt Edgecombe, KwaZulu-Natal, in respect of any business in which the signatory hereto expresses interest, is and shall remain strictly confidential. The Client specifically undertakes not to disclose such information and documentation to any person without the express written permission of **BC Franchising Consultants**.

The Client acknowledges that the information and documentation is in all respects confidential in nature (other than information which is in the public domain through other means) and that any unlawful use or disclosure of same by the Client may cause serious harm or damage to the owners of the businesses or **BC Franchising Consultants** and that such unauthorised use or disclosure could lead to the liability of the Client to substantial damages in law.

The Client equally acknowledges that the information and documentation furnished is based on that supplied by the Vendor client of **BC Franchising Consultants** and **BC Franchising Consultants** accepts no responsibility for the accuracy of the information and/or documentation provided. Neither **BC Franchising Consultants** their consultants nor employees accept any responsibility on any ground whatsoever for any representation or disclosure made. Intending purchasers are therefore advised to conduct their own due diligence investigation into the Vendor business and its affairs.

Should negotiations fail the Client undertakes to return all information and documentation that it received from **BC Franchising Consultants** to **BC Franchising Consultants**.

The Client acknowledges that he/she understands this agreement, has voluntarily agreed to it and is bound by its provisions, which are reasonable and necessary.

The Client hereby agrees that in visiting any Business referred by **BC Franchising Consultants** to the Buyer, either with or without a Broker Representative, under no circumstances will conversation with an employee, manager, or third party, include remarks indicating the Business is for sale.

The Client hereby undertakes to inform **BC Franchising Consultants** of any business that has been introduced to him/her by another Agent/Broker. **BC Franchising Consultants** shall accept no responsibility if this information has not been divulged by the client and in the event of a claim by another Agent/Broker against any commission earned by **BC Franchising Consultants** on a concluded sale, the Client shall be liable for any such claims should the fact that the business was introduced to him/her by another Agent/Broker was not disclosed

The Client consents to **BC Franchising Consultants** conducting an ITC Search against it to verify its credit worthiness.

For all purposes arising from this document, the Client chooses the address set out above as its domicilium citandi et executandi.

All notices given in terms of this agreement shall be in writing and any notice given by any party to another which:

- 1 If delivered by hand or transmitted by telefax be deemed to have been received by the party on the day of delivery or transmission as the case may be.
2. If posted by pre-paid registered post shall be deemed to have been received by the party on the third day after the date of such posting.
3. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of telefax transmission, shall be adequate written notice or communication to such party.

This agreement shall remain in force for a period of 12 (Twelve) months from the date of Signature.

This agreement contains the entire agreement between the parties. No amendment thereof shall be enforceable unless reduced to writing and signed by both parties.

Signature: _____

Signed at: _____

Date: _____

Contact Us

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National

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