**THIS AGREEMENT DATED THE \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2022**

**PARTIES:**

1. **CANAVAN BYRNE , on behalf of clients selling their businesses** (hereinafter called ‘the Disclosers’); and

2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(hereinafter called ‘the Recipient’)

**Property Interested In :**

**Email Address:**

**Phone Number:**

**BACKGROUND:**

 The Disclosers wish to disclose certain data, business information relating to the sale of businesses you have expressed interest in (hereinafter referred to as ‘**the Information’**) to the Recipient.

**TERMS:**

**1. Non-Use**

 The Recipient shall not make any commercial use of the Information or use the Information other than for the Purpose, without the express prior written consent of the Disclosers.

**2. Non-Disclosure**

 **2.1.** The Recipient shall not disclose Information to any third party.

**2.2.** For this purpose, “Information” shall include any proprietary information, whether or not protectable as a trade secret which provides an advantage to a competitor or which a party wishes to designate as confidential for a valid business reason or, without prejudice to the generality of the foregoing, which concerns the business, finance or organisation of the Disclosers, their suppliers or customers which shall have come to her knowledge during the course of the due diligence enquiries. By way of illustration only and not limitation, information will prima facie be confidential if it relates to trade secrets, research and developments, information relating to the intellectual property, software (object or source notes), suppliers and their production and delivery capabilities, customers and details of their particular business and requirements, costings, profit margins, discounts, rebates and other financial information, marketing and selling strategies and tactics, current activities and current and future plans relating to all or any of development or sales including the timing of all or any such matters.

**3. Return or destroy information on request**

**3.1.** If so requested by the Disclosers, the Recipient shall return or destroy any documents containing Information supplied by the Disclosers, or any copies from or extracts of Information from the Recipient.

**4. No copying**

The Recipient shall not copy any documents containing Information nor take any extracts from such documents without the prior written consent of the Disclosers, and then only on such terms as the Discloser may require.

**5. Excluded Information**

**5.1.** The undertakings in Clause 1-4 above shall not apply or cease to apply to Information which the Recipient can show, to the reasonable satisfaction of the Disclosers;

**5.1.1.** Has become generally available to the public, other than by breach of this Agreement; and Information shall not be deemed to be in the public domain merely because it may be derived from one or more items which are publicly known;

**5.1.2.** Was already in the Recipient’s possession prior to the acquisition from the Disclosers;

**5.1.3.** Becomes available to the recipient on a non-confidential basis, whether directly or indirectly from a source other than the Discloser, which source did not acquire this information on a non-confidential basis; or

**5.1.4.** Is required by law to be disclosed. In such event, the Recipient shall notify the Disclosers of the required disclosure in advance to enable the Disclosers to have an opportunity to object to the appropriate court or government entity regarding the required disclosure. The Recipient shall use all reasonable efforts to obtain confidential treatment of such Information required to be disclosed.

**6. Further Information Received**

**6.1.** The Recipient agrees that any further confidential information which may come into the knowledge of the Recipient as a result of the due diligence enquiries or visits to the Disclosers premises is also included in the definition of “Information” and accordingly is protected under the terms of this Agreement.

**7. Waiting Lists / Children’s files**

**7.1.** If an offer is made and prior to the Contracts being signed the Disclosers may provide the Recipient with information in relation to parents who wish to join the waiting list for the service and children’s files as part of due diligence process**.** The parties acknowledge that this information is to be kept confidential and that this private information belongs to the data subjects and is not proprietary information belonging to either party. The Recipient shall not

**7.1.1.** Make direct contact with parents of children currently enrolled in the service or parents who are on the waiting list of the service

**7.1.2.** Make direct contact with any of the children in the service or their legal guardians;

**7.1.3.** Make information belonging to the children or parents of the service available to any third party.

**8. Employees**

If an offer is made and prior to the Contracts being signed the Disclosers may provide the Recipient with information in relation employees as part of due diligence process

**8.1.** The Recipient shall not, prior to completion of the aforementioned acquisition;

**8.1.1.** Make direct contact with the employees of the service prior to the execution of the Contracts for Sale/Business Transfer Agreement;

**8.1.2.** Make direct contact with the employees of the service prior to the completion of the acquisition save for any joint communication with the Disclosers in agreed terms to satisfy the Transfer of Undertakings Regulations.

**8.1.3.** Solicit or endeavour to solicit or entice away from the Disclosers or any connected company, employees or prospective employees of the Disclosers ;

**9. Scope of Information Protected**

**9.1.** For the avoidance of doubt, Information disclosed, prior to the execution of this Agreement shall be governed by the terms of this Agreement

**10. Privacy**

**10.1.** The Recipient shall not disclose the existence of this Agreement, its subject matter or the fact that discussions are taking place in connection with the Purpose, without the prior written consent of the Disclosers. Nothing in the agreement shall prevent the Recipient from taking legal and financial advice in the normal course from professional advisers.

**11. Governing law and jurisdiction**

**11.1.** This Agreement shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish courts.

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**Angela Canavan (CANAVAN BYRNE) For and on behalf of the clients (the Discloser)**

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 **For and on behalf of the clients (the Recipient**

**Sign**