

CONFIDENTIALITY AGREEMENT

1. IN THIS AGREEMENT:-

"the Business" is

(Address)

"the Prospective Purchaser" is

(Address) (Phone)

"the Vendor's Agent" is KEMP REAL ESTATE PTY LTD

Phone (08) 8682 3755 Facsimile (08) 8682 5728 Email

2. WHEREAS:-

2.1 The Vendor is the proprietor of the Business.

2.2 The Prospective Purchaser:-

- 2.2.1 Warrants that it has the financial capacity to purchase the business, in cash or cash and collateral,
- 2.2.2 Wishes to have more information ("the information") about the Business for the purpose of deciding whether to purchase the Business,
- 2.2.3 Acknowledges that the information could cause serious loss and/or damage to the Vendor should the Information become known to third parties, and,
- 2.2.4 Acknowledges that the Vendor and/or Vendors Agent have sole discretion as to the content of the Information.

3. **IN CONSIDERATION OF** the Vendor providing the Information to the Prospective Purchaser, the Prospective Purchaser hereby agrees and undertakes as follows:-

- 3.1 Not to make direct contact under any circumstances with the Vendor or any member of the Vendor's staff without the consent of the Vendor's Agent.
- 3.2 Not to enter into any agreement to purchase the whole or any portion of the Business except through the Vendor's Agent.
- 3.3 That subject to clause 3.4 hereof and in the absence of prior written consent to the contrary from the Vendor, the Prospective Purchaser shall keep confidential and not disclose or suffer or permit the disclosure to any person of the fact of the Business being offered for sale or of any matter contained in the Information.
- 3.4 Not to use or permit the Prospective Purchaser's professional advisers to use the Information for any purpose other than the exclusive purpose of assessing the suitability of the Business for the purpose of purchase by the Prospective Purchaser and then only on the basis that the Prospective Purchaser shall:-
 - 3.4.1 Inform the Prospective Purchaser's professional advisers of the existence and terms of this agreement;
 - 3.4.2 Be responsible to ensure that the confidentiality of the Information is respected by the Prospective Purchaser's professional advisers in the same manner as provided in this agreement; and
 - 3.4.3 Be responsible for any breach of this agreement comprising the disclosure of the Information by the Prospective Purchaser's professional advisers other than in accordance with this agreement.
- 3.5 Not to take or permit any other person to copy, reproduce or take extracts from any portion of the Information.
- 3.6 Not to contact or permit any other person to contact or make enquiries or any customer or client of the Business, or staff member employed by the Business, or the accountant, solicitor or financial institution of the Vendor of the Business without first obtaining the prior written consent of the Vendor. This clause does not apply to inspections or meetings arranged by and conducted in the presence of the Vendor or the Vendor's Agent.

4. **IN THE EVENT OF A BREACH** or a threatened breach of the terms of this agreement by the Prospective Purchaser or any other person to whom the Prospective Purchaser has provided the information, the Vendor shall be entitled to an injunction restraining the Prospective Purchaser from committing any breach of this agreement without showing or proving that any actual damage has been sustained by the Vendor.

INITIALS

EXECUTION on the day of 20.....

Signed by or on behalf of the **Prospective Purchaser**

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Signed by or on behalf of the **Agent**

**Receipt of a copy of this
Agreement is acknowledged**

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