

CLARIDGES BUSINESS SALES PTY LTD



Claridges

2 CATHERINE ST, ROCKDALE NSW 2216

ABN 57 003 822 320

Tel: 9599 0190

BUSINESS BROKERS AND CONSULTANTS

Fax: 9599 0180

PRINCIPAL LICENSEE
DOUGLAS KEITH MacPHERSON
CONSULTANT
JOHN G. ROBERTSON, K.C.S.A.
B.Sc., A.A.I.V., A.F.S. (Lond)
Reg. Valuer 1012

CONFIDENTIALITY AGREEMENT

DESIGNATED BUSINESS.....

This confidentiality Agreement ("Agreement") will confirm our mutual understanding in connection with Claridges Business sales Pty Limited ("Claridges") providing, and your receipt of, information regarding the designated Business listed above ("The Business")

1. Information is being furnished solely in connection with your consideration of the Acquisition of The Business and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate The Business as a potential acquisition and who shall assume the same obligations as you under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.
2. Information means all oral or written data, reports, records or materials ("information") Obtained from Claridges or the Business, including the name, address and type of business, the proprietor may be considering a sale, or even the fact that Information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such information to the extent that such information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Business, of which the undersigned was aware; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process

The undersigned further agrees that it will not interfere with The Business through the use of any Information or knowledge acquired under this Agreement nor use such information for its own account.

3. It is understood that Business Proprietor is the intended party and beneficiary whose rights are being protected and may enforce the terms of the Agreement as if it were a part to the Agreement.
4. All information shall be promptly returned or destroyed, as directed Claridges or by the Business Proprietor
5. It is understood that (a) no representations or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by vendor entity in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
6. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

Name (please print)..... Title:.....

Address..... Tel:.....

..... Fax:.....

Email..... Mob:.....

Signature..... Date.....