



Confidentiality Agreement

In relation to the following Business Reference Numbers:

In consideration of BPA Business Brokers - Business Professional Agents Pty Ltd ("Broker") and its Client ("Vendor") providing certain information in relation to the business and affairs of the vendor to the recipient/company ("Confidential Information"), the recipient/company acknowledge that the confidential information is confidential and that disclosure thereof could cause damage to the client and/or the Broker, therefore jointly and severally undertake:-

1. not to disclose the Confidential Information to any other person, including the Client's Landlords, suppliers, customers, or employees;
2. to use the Confidential Information solely for the purpose of assessing, and evaluating the opportunity to purchase the said business;
3. not to use or allow the Confidential Information to be used to gain a business or other advantage to the person or persons in receipt of the Confidential Information;
4. to discuss the Confidential Information only with professional advisors (Solicitors, Accountants, Valuers, Bankers) who have agreed to the confidentiality undertaking referred to herein;
5. to keep the Confidential Information and all copies of financials, leases, BAS Statements, tax returns, staff rosters, wages and other records of Confidential Information under its control at all times;
6. to immediately return to the broker upon request (verbal or written), all Confidential Information referred to in 5. (above) and all other correspondence which may exist in relation to the said business;
7. not to discuss the business or the Client's information with any party other than referred to in 4. above;
8. not to disclose to any other party the opportunity or any discussions that may have taken place with the Client in relation to the said business;
9. in the event that the recipient/company breach any term of this agreement, the recipient/company is hereby liable to the Broker for any and all loss and damage arising either directly or indirectly from the breach of this agreement. The loss and damage includes but is not limited to all costs of the broker in respect of the lost sale, amounts commensurate with the amount the broker would have received from the vendor had the purchaser not breached this agreement, and all legal costs associated with the breach on an indemnity basis. The recipient/company hereby acknowledges that they have read and agreed to this clause and that the loss and damages listed are reasonable.

Further, not to approach the vendor(s) of the said business(es) directly, without the consent of BPA Business Brokers. All inspections, communications, negotiations and offers regarding the business must be made through BPA Business Brokers - Business Professional Agents P/L. All information provided by BPA Business Brokers - Business Professional Agents P/L whether verbal or written has been prepared and supplied by the Vendor and their Accountant/Solicitors. BPA Business Brokers - Business Professional Agents P/L and its employees and management disclaim any express or implied warranty thereto. The Recipient accepts this disclaimer by signing this document and shall undertake their own investigation of any business of interest.

The recipient(s) make this undertaking in favour and for the benefit of BPA Business Brokers - Business Professional Agents P/L and the Vendor, either or both of whom may enforce its terms and/or recover damages for its breach.

Executed as a Deed on this _____ Day of _____ 20_____

Name: _____ Company: _____

Address: _____

Email Address: _____ Mobile: _____

Signed, Sealed and Delivered by the recipient/company: _____

Attention: _____

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Managing director, Licenced estate agent. Officer in effective control: Mino Stronghilis.