

# CONFIDENTIALITY AGREEMENT



Dear Sir/Madam,

I/We \_\_\_\_\_, being a prospective purchaser  
(Prospective purchaser),  
will receive information from **InterBiz Business Brokers** regarding sensitive information pertaining to the sale of the Business/es identified below:

Business: **RE:.....** (hereafter called "The Business/es")  
Or any other Business introduced by INTERBIZ BUSINESS BROKERS

As a condition of me/us being furnished with such information, I/We agree to treat any information concerning the Business/es shall be in the strictest of confidence. The provisions for this agreement as set out below:

- (a) I/We recognise and acknowledge the competitive value and confidential nature of internal, non-public financial and business information now and hereafter furnished to me/us or obtained by me/us from you or your representatives relating to the business/es and affairs, as well as the damage which could result to the business/es if any of this information is disclosed to any third party.
- (b) I/We agree that the Material will be used solely for the purpose of the possible Acquisition/Purchase, and that me/we or my/our Directors, Officers and Employees (my/our Representatives") will not disclose to any third party any of the material now or hereafter received or provided however, that any such information may be disclosed to my/our accountants, solicitors and other confidential advisors who need to know such information for the purpose of assisting me/us in me/our consideration of this Acquisition/Purchase, who will be advised by me/us of the confidential nature of such information.
- (c) In addition, without the prior written consent of the business/es, I/We will not, and nor will our Representatives nor my/our Advisors disclose to any person either the fact that the discussion or negotiations are taking place concerning the possible acquisition/Purchase, including the status thereof except as I/We may be required by law or any Stock Exchange on which my/our stocks are traded. Furthermore, no disclosure or information will be sought from any person or the staff of the Business/es without prior notification.
- (d) In the event that I/we do not proceed with an offer which is the subject of this letter within a reasonable time, I/we shall promptly redeliver to you all written Material and any other written material containing or reflecting any information in the Material and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings whatsoever prepared by me/us or my/our advisors based on the information in the Material shall also be returned to you unless you agree that they may be retained, in which case they shall be kept confidential and not used by me/us or given to any third party for any purpose.
- (e) In the event that the possible Acquisition contemplated by this Agreement shall not be consummated, neither m/us nor my/our representatives shall use any of the non-public information now or hereafter received or obtained from the Vendor/s (or any related entity) with respect to any of the property/ies or affairs of the Vendor in furtherance of my/our Business/es (except in negotiations of this transaction), or the business/es of anyone else whether or not in competition with the business/es or for any other purpose whatsoever, and I/we further agree that I/we will not solicit or entice away from the business/es or any related entity any person who was an employee of the business/es or any related entity at any time during the period during which I/we receive the Material for a period of two years from the date of this Agreement.
- (f) All Materials furnished to me/us by you after the date hereof shall be subject to the terms of this Agreement.
- (g) The provisions of this letter shall be binding upon me/us. I/we will procure that all of my/our subsidiary and affiliated companies comply with the provisions of this letter as if they were bound by those provisions. This letter shall be governed and construed in accordance with the laws of Queensland and I/we submit to the jurisdiction of the courts exercising jurisdiction in that state.
- (h) I/we recognise and acknowledge the herein stated business was introduced to me/us by the Vendor's Agent, InterBiz Business Brokers and we agree that all dealings shall be through the Vendor's Agent Interbiz Business Brokers.

I/we represent my/our interest in the possible Acquisition is as principal only. I/we acknowledge that by signing this letter, I/we agree to hold all matters strictly confidential, and to abide by all the terms and conditions of this letter as stated above.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Mobile)

\_\_\_\_\_  
(Home Phone)

\_\_\_\_\_  
(Date)