

# Confidentiality Agreement



THIS AGREEMENT is made the  day of  20

## IN THIS AGREEMENT:

"the Business" is

Street:

Suburb:  State:  Postcode:

"the Vendor's Agent" is

Street:

Suburb:  State:  Postcode:

"the Prospective Purchaser" is

Street:

Suburb:  State:  Postcode:

Telephone:  Email:

## WHEREAS:

- A. The Vendor is the Proprietor of the Business.  
 B. The Prospective Purchaser:
- (i) warrants that it has the financial capacity to purchase the Business;
  - (ii) wishes to have more information ("the Information") about the Business for the purpose of deciding whether to purchase the Business;
  - (iii) acknowledges that the Information could cause serious loss and/or damage to the Vendor should the Information become known to third parties; and
  - (iv) acknowledges that the Vendor and/or the Vendor's Agent have sole discretion as to the content of the Information.

## IT IS AGREED AS FOLLOWS:

1. In consideration of the Vendor providing the Information to the Prospective Purchaser, the Prospective Purchaser agrees and undertakes as follows:
  - 1.1 not to make direct contact with the Vendor or any member of the Vendor's staff without the prior written consent of the Vendor's Agent;
  - 1.2 not to enter into any negotiations or an agreement to purchase the whole or any portion of the Business except through the Vendor's Agent;
  - 1.3 that subject to clause 1.4 of this Agreement and in the absence of prior written consent to the contrary from the Vendor, the Prospective Purchaser shall keep confidential and not disclose, 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;
  - 1.4 not to use or permit the Prospective Purchaser's professional advisers to use the Information for any purpose other than for 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:
    - 1.4.1 inform the Prospective Purchaser's professional advisers of the existence and terms of this Agreement;
    - 1.4.2 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;
    - 1.4.3 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.
  - 1.5 not to take or permit any other person to copy, reproduce, or take extracts from any part of the Information;
  - 1.6 not to contact or permit any other person to contact or make enquiries of any customer or client of the Business, or staff member employed by the Business, or the accountant, solicitor or financial institution of the Vendor without 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.
  - 1.7 to immediately return to the Vendor's Agent all Information including other written details including drawings, handwritten notes and or extracts of same, together with any copies of any such documentation made during the Prospective Purchaser's evaluation of the Business in the event that the Prospective Purchaser and or the Vendor or Vendor's Agent cease negotiations in respect to the purchase of the Business.
2. 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

# Confidentiality Agreement Execution Page



## EXECUTED AS AN AGREEMENT

SIGNED by or on behalf of the Vendor's Agent

\_\_\_\_\_

Signature

David Andrew Bussenschutt

Full name

SIGNED by or on behalf of the Prospective Purchaser

\_\_\_\_\_

Signature

Full name

## RECEIPT

The Prospective Purchaser agrees that the agent is able to provide a copy of this agreement within 48 hours of its execution.

INITIALS