

CONFIDENTIALITY AGREEMENT & ACKNOWLEDGEMENT OF AGENCY

_____ {insert name / company}

including shareholders, respective agents, employees, consultants, directors and officers, ("the Recipient") hereby undertakes and agrees that all information, whether oral or written, ("the Information") provided to it by Tourism Property Services ("the Company"), its shareholders, respective agents, employees, consultants, directors and officers (collectively "the Provider") relating to the JERVIS BAY MOTEL, HUSKISSON NSW ("the Property").

1. is, and at all times shall remain, the absolute property of the Provider and its client;
2. is of a confidential nature and loss or damage would be sustained by the Provider if the information should be divulged or should come into the possession of an unauthorized person or should be used in a way by any person in competition with the Company;
3. shall be received and maintained in the strictest confidence and good faith;
4. shall not be disclosed to any other persons other than the prospective purchaser of the Property and then only to the extent that such prospective purchaser agrees to be bound by the terms of this Agreement;
5. shall not be used or permitted to be used by any other person, other than for the purposes of evaluating the possible purchase of the Property and in particular shall not be used or permitted to be used in any way which may be in furtherance of competition within the Company or is otherwise detrimental to the interests of the Provider;
6. shall not be copied or reproduced in any way;
7. is provided to it for the purpose of assisting the Recipient and/or prospective purchaser to evaluate the Property but the Recipient and/or the prospective purchaser shall be solely responsible for making its own evaluation and nothing contained in the Information shall constitute a warranty or representation as to the accuracy, adequacy or completeness of the Information and its relevance to the Recipient and/or prospective purchaser's evaluation of the Property; and
8. shall be returned to the Provider upon request.

And the Recipient hereby indemnifies the Provider against any loss, expense or cost incurred or suffered as a result of the Recipient breaching the terms of this Agreement. In addition to damages the Provider may also seek equitable relief.

The Recipient acknowledges and agrees that:

- A. The obligation of each of the parties to this Agreement who constitute the Recipient shall be joint and several;
- B. Should any provision of this Agreement become invalid and unenforceable for any reason, the remaining provisions shall remain valid and enforceable; and
- C. This Agreement shall be subject to the laws of Australia and the jurisdiction of the Australian Courts; and
- D. The Recipient was introduced to the Property exclusively by Tourism Property Services and thereby agrees to deal exclusively with the Provider in respect of the Property.

Dated this _____ day of _____ 2017

Signed by Recipient

Name: _____

Signature: _____