



business brokers

Confidentiality Agreement

a: PO Box 614, BUDDINA QLD 4575
p: 0401 999560
e: mark@sellabusiness.com.au

BUYER DETAILS

Please complete this sheet and the attached confidentiality agreement and return to us via email: mark@sellabusiness.com.au

Many Thanks
SELL A BUSINESS

Name:
Company Name:
Address:
Suburb/City:
State: Postcode:
Phone: Email:

Confidentiality Agreement Terms

I/We will receive information from SELL A BUSINESS concerning the business/es identified below (hereinafter called "the business/es"):

Name of Business:

Listing Reg. ID No:

As a condition of me/us being furnished with such information, I/We agree to treat any information concerning the business/es which is furnished to me/us within the provisions of this agreement, and to take or abstain from taking certain other action set out below.

1. 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.

2. I/we hereby agree that the Material will be used solely for the purpose of the possible Acquisition, 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, attorneys and other confidential advisers who need to know such information for the purpose of assisting me/us in my/our consideration of this Acquisition, who will be advised by me/us of the confidential nature of such information.

3. In addition, without the prior written consent of the business/es, I/we will not, and nor will our representatives nor my/our advisers disclose to any person either the fact that the discussions or negotiations are taking place concerning the possible Acquisition, 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 authorisation.

4. 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 advisers 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.

5. In the event that the possible Acquisition contemplated by this Agreement shall not be consummated, neither me/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 business/es or affairs of the business/es 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.

6. All Materials furnished to me/us by you after the date hereof shall be subject to the terms of this Agreement.

7. 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 the state of Queensland and I/we submit to the jurisdiction of the courts exercising jurisdiction in that state.

8. I/We recognize and acknowledge the herein stated business was introduced to us by the Vendors agent PPD (Qld) Pty Ltd atf The Marklin Family Trust (ABN 56 901 610 823) trading as "Sell A Business" and we agree that all dealings shall be through the Vendors agent PPD (Qld) Pty Ltd atf The Marklin Family Trust (ABN 56 901 610 823) trading as "Sell A Business".

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 agreement. I/we agree to the above.

Date: Signature:

Address:

Print Name: