

NON-DISCLOSURE AGREEMENT

AGREEMENT made this day of20 between FORTUNE BUSINESS & PROPERTY BROKERS BUSINESS AGENTS, PO Box 1395 West Perth in the State of Western Australia, ("FORTUNE BUSINESS BROKERS") of the one part, and

Name: Company:

Address:

Phone: Mobile: Email:

in the State of Western Australia, ("RECIPIENT") of the other part, IN CONSIDERATION of FORTUNE BUSINESS BROKERS disclosing to the RECIPIENT relevant information and financial details relating to a certain business or businesses/property or properties belonging to a third party or parties ("OWNER") in recognition of the proprietary nature of that information and those details, the RECIPIENT hereby agrees:

1. That everything which FORTUNE BUSINESS BROKERS and/or the OWNER discloses, and which is properly capable of being regarded as proprietary information of FORTUNE BUSINESS BROKERS and/or the OWNER, regardless of the form of disclosure, will be treated in confidence by RECIPIENT, its partners/and of its employees, and other associated or proprietary companies, and will not be used by RECIPIENT, its partners and/or its employees for any purpose other than:-
 - a. Conducting an evaluation and determining RECIPIENT'S interest in entering into an agreement exclusively through FORTUNE BUSINESS BROKERS to purchase the whole or portion of the said business or businesses/property or properties; and
 - b. Such purposes as may be contained in any formal agreement that may be entered into between RECIPIENT and OWNER.
2. That such confidential information provided to you is given to us by the business/property owner or created from that information and passed on in good faith. FORTUNE BUSINESS BROKERS cannot guarantee its accuracy. FORTUNE BUSINESS BROKERS are not responsible for any inaccurate information and you the RECIPIENT agree that it is necessary to verify the information before relying on it.
3. That disclosures of all such information and details shall be limited to only those professional advisers, partners or employees of RECIPIENT which are reasonably required to be in possession of said information and details; and
4. To immediately return to FORTUNE BUSINESS BROKERS all such information and other details in written form, including any drawings and any copies made of written information and drawings or notes, summaries or extracts thereof if and when requested by FORTUNE BUSINESS BROKERS.
5. THE RECIPIENT will respect that all negotiations will be with the agent direct and agrees not make contact with THE OWNER, owner's staff and/or any other person associated with the business/property without prior consultation or agreement with the Agent.
6. The fact that the business/property belonging to the OWNER is being offered for sale will be treated in confidence by the RECIPIENT, its partners, its employees and/or its professional advisers, and any other associated or proprietary companies, and will not be revealed by the RECIPIENT, its partners, its employees, its professional advisers and/or any other associated or proprietary companies to any third party or parties."

EXECUTED unconditionally as an agreement:

Signed for and on behalf of FORTUNE BUSINESS BROKERS
REAL ESTATE & BUSINESS AGENTS)

Signed by the RECIPIENT)

Business of Interest: PLEASE SPECIFY.....

Please insert the description of the business(s) for which you are seeking information)

Preferred Price Range Preferred Business Type.....

Please add me to your mailing list for this price range and business type. Yes No

PLEASE FAX THE COMPLETED FORM TO (08) 9321 0320 or email to admin@fortune.net.au