



**CONFIDENTIALITY AGREEMENT & ACKNOWLEDGEMENT
THAT FORCEONE BUSINESS BROKERS
BEARS NO LIABILITY FOR INFORMATION PROVIDED**

TO: **FORCEONE ENTERPRISES PTY LTD** trading as ForceOne Business Brokers ("FBB") and its authorised Associates, and its and their respective employees and agents and **ANY PRINCIPAL** ("the Principal") on whose behalf FBB discloses confidential information to the Recipient whose name is set out below

WHEREAS:

- A. FBB has been appointed by various Vendors as the agent of those Vendors to offer for sale various businesses.
- B. The Recipient has requested FBB to provide on behalf of each relevant Principal information relating to a business of the Principal for the purpose of the Recipient determining if it wishes to purchase the business ("the Prospective Purchase").
- C. Information which may be provided to the Recipient in relation to any such business may include confidential information.
- D. Information (whether confidential or otherwise) which may be provided to the Recipient by FBB in relation to any business has been provided to FBB by the relevant Principal and FBB disclaims all liability in relation to the accuracy or completeness of such information.
- E. The Recipient must not contact the Principal or its employees, advisers, customers or suppliers without the prior approval of FBB.

NOW, in consideration of the agreement of FBB and the Principal to disclose information, **THE RECIPIENT AGREES** as follows:-

1. DEFINITIONS

In this Agreement –

"confidential information" means all information or documents (in whatever form) provided by FBB and any Principal to the Recipient in relation to any business owned or operated by any Principal which information is not in the public domain.

"document" includes, but, is not limited to, any document, computer program, computer file or storage device, drawing, specification, material, record and any other means by which the information may be stored or reproduced, and a reference to any document includes a part of that document.

2. CONFIDENTIALITY

The Recipient -

- (a) Acknowledges that the confidential information is secret and confidential to the Principal;
- (b) Must keep the confidential information secure and protect the confidential information from unauthorized use, disclosure, access and damage or destruction;
- (c) Must do anything reasonable required by FBB or the Principal to maintain the confidentiality of the confidential information;
- (d) Must not, without the consent of FBB or the Principal, reproduce or permit the reproduction in any form of any part of a document which contains, is based on, or utilizes the confidential information, other than for the purpose of the Prospective Purchase.
- (e) Must not directly or indirectly, without the prior consent of the Principal or FBB, use, disclose or publish or permit the disclosure or publication of the confidential information to any person other than –
 - (i) pursuant to any applicable law or legally binding order of any court, government, semi-government administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity acting within its powers or the rules of any stock exchange; or
 - (ii) to its financial and/or legal advisers for the purpose only of obtaining professional advice with respect to the Prospective Purchase;
 - (iii) Provided that in relation to paragraphs (i) and (ii) it may disclose only the minimum confidential information required to comply with the applicable law or order or to obtain the professional advice, as the case may be.
- (f) Must return to FBB immediately upon determining not to proceed with the Prospective Purchase and in any event on demand, all documents provided by FBB or the Principal to the Recipient which contain any confidential information.

- (g) Shall be liable to the Principal or FBB (as the case may be) in respect of any claim, action, damage, loss, liability, cost, expense or payment which the Principal or FBB suffers or incurs or is liable as a result of any breach of this Agreement by the Recipient or of any disclosure (not authorised under this agreement) by the Recipient or by any agent, employee or another person who has received (directly or indirectly) confidential information from the Recipient.
- (h) Acknowledges that damages may be inadequate compensation for a breach of this Agreement by the Recipient and, subject to the Court's discretion, the Principal or FBB may restrain, by an injunction or similar remedy, any conduct or threatened conduct on the part of the Recipient which is or will be a breach of its obligations under this Agreement.
- (i) Acknowledges that this Agreement does not convey any interest of a proprietary or any other nature in the confidential information to the Recipient or to any other person to whom the Recipient is entitled to disclose the confidential information under this Agreement.

3. ACKNOWLEDGMENT THAT FBB BEARS NO LIABILITY FOR INFORMATION PROVIDED

The Recipient acknowledges that all information (whether confidential or otherwise) provided to the Recipient by FBB in relation to any business is provided to FBB by the relevant Principal and that FBB bears no responsibility for the accuracy or completeness of such information and further that FBB disclaims to the extent permitted by law all liability (including but not limited to liability for negligence) for any loss, damage, cost or expense incurred by any person using or relying on any such information, and the Recipient agrees to hold FBB harmless in respect of any claims arising out of the use or reliance by any other person of such information provided (directly or indirectly) by the Recipient to such other person. The Recipient agrees that it must rely on its own enquiries and due diligence and obtain its own legal and financial advice for the purpose of determining the accuracy and completeness of all information provided to it by FBB and for the purposes of determining whether or not to purchase any business to which such information relates.

4. NO CONTACT WITHOUT PRIOR APPROVAL

The Recipient agrees that neither it nor anyone on its behalf may contact the Principal or its employees, advisers, customers, or suppliers, other than in the normal course of the Recipient's business, without the prior approval of FBB.

5. GOVERNING LAW AND JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of Queensland and the Commonwealth of Australia and the Recipient irrevocably submits to the non-exclusive jurisdiction of the Courts of Queensland in respect of any proceedings with respect to the interpretation or enforcement of this Agreement.

6. WAIVERS AND VARIATIONS

Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the party granting the waiver and any failure or delay in exercise, or partial exercise,

- (i) of a right arising from a breach of this Agreement; or
- (ii) of a right, power, authority, discretion or remedy created or arising upon default under this Agreement,

does not result in a waiver of that right, power, authority, discretion or remedy, and any variation of any term of this Agreement must be in writing and signed by the Parties.

I, the Recipient have received and read the terms and conditions of the Confidentiality Agreement and agree to be bound by its terms.

Signature:..... Date:.....

Full name:..... Position:

Please return the signed form to ForceOne Business Brokers, P.O. Box 13286 George St, Brisbane - Qld 4003 or fax to: (07) 3211 0288 or email to: info@forceonebusinessbrokers.com

