

CONFIDENTIALITY AGREEMENT

The Prospective Buyer requests information to be supplied about the Business defined below and the Seller agrees to release information subject to entering into a confidentiality agreement in the terms as set out in this Agreement. In furtherance of these discussions it is necessary for the Seller and/or its Agent to disclose to the Prospective Buyer certain confidential and proprietary business and technical information in order to enable discussions to take place between them freely concerning the Business. The Prospective Buyer will not use or disclose any such information unless specifically authorised in writing to do so by the Seller.

AGENT: LJ & BK Malseed trading as Malseeds Real Estate 1 Wehl Street South MOUNT
(for Seller) GAMBIER SA 5290
Salesperson Jason Malseed
Email jason@malseeds.com.au

BUSINESS: _____

(the “**Business**”)

PROSPECTIVE BUYER: _____

ACN/ABN _____ Contact _____
Phone _____ Mobile _____
Email _____

GENERAL CONDITIONS

1. All information of whatever kind or nature which the Seller discloses to the Prospective Buyer which is in tangible and/or electronic form (or communicated orally and subsequently presented in tangible or electronic form) and whether marked or identified or advised to be confidential or proprietary will be regarded and treated as confidential and the property of the Seller and will be called in this Agreement **"Confidential Information"** to include all business plans and matters relating to the financial performance and business of the Seller.
2. In consideration of the parties entering into this Agreement and for the sum of \$1.00 if demanded by either party, the Prospective Buyer agrees:
 - 2.1 to keep the Seller's Confidential Information confidential;
 - 2.2 not to make any disclosure of the Confidential Information to any third party, nor to use the Seller's Confidential Information except solely for the purposes contemplated in this Agreement unless such further use of the Confidential Information is expressly authorised in writing by the Seller;
 - 2.3 to protect the Confidential Information, whether in storage or in use, with the same degree of care as that Prospective Buyer uses to protect its own confidential information against public disclosure but in no case with any less degree than reasonable care;
 - 2.4 not to disclose the Confidential Information to any personnel of the receiving Prospective Buyer or its financiers, professional advisers or consultants other than those for whom such knowledge is necessary and essential for the purpose of assessing the purchase as contemplated in this Agreement and such disclosure to them will be made only under conditions of strict confidentiality;
 - 2.5 not to communicate directly or indirectly with any customers, suppliers or employees of the Business of the Seller regarding the sale discussions or the Business;
 - 2.6 not to disclose to any party (other than those noted in this Agreement) that discussions have been held in relation to the Seller, the Business or the opportunity to purchase the Business; and
 - 2.7 not to disclose to any party the identity of the Seller or that the Seller contemplates selling its Business.
3. The obligations in this Agreement will not apply to Confidential Information which:
 - 3.1 is already or becomes published publicly other than through the fault, negligence or is caused by the Prospective Buyer its servants, agents or employees;
 - 3.2 is lawfully obtained by the Prospective Buyer from a third party with full rights of disclosure; or
 - 3.3 was already known to the Prospective Buyer at the date of receipt of the information pursuant to this Agreement.
4. Except as expressly provided in this Agreement, this Agreement will not be construed as granting or confirming, either expressly or impliedly, any rights, licences or relationships by the furnishing of Confidential Information pursuant to this Agreement and the purpose of the release of information is for the sole purpose of evaluation of the value and basis of the Business or property.
5. All financial information and management agreements will remain the property of the Seller unless sold and if the Prospective Buyer elects not to pursue the Business or property contemplated being sold then it will return to the Seller all such information and without limiting, financial statements, management agreements and lists of customers and/or other such documents and printed copy or electronic format, forming the Confidential Information and will undertake in writing that no copies of documents or associated material printed or in electronic form are held and that due enquiry has been undertaken to confirm same.
6. The return of documentation under Clause 5 above will not be deemed to release the Prospective Buyer from its obligations contained in this Agreement.
7. The Prospective Buyer will use every reasonable endeavour to ensure that its employees, agents, contractors, subcontractors and any other persons having access to any Confidential Information will observe the obligations contained in this Agreement as if such employees, agents, contractors, subcontractors and other persons were a party to this Agreement.
8. The Seller will not be liable to the Prospective Buyer for any loss or damage whether direct or indirect special or consequential whatsoever however caused arising in any way out of the use of the Confidential Information and the Prospective Buyer.

- 9. The Prospective Buyer agrees to and will indemnify the Seller against any loss or damage suffered by the Seller as a result of the disclosure or release of the Confidential Information by the Prospective Buyer and for any breach of this Agreement.
- 10. This Agreement is subject to the laws of Australia. The determination and jurisdiction of any dispute will be at the election of the Seller in the State where it operates its Business and at the further election of the Seller the Commercial Arbitration Act (or similar Act) in that State will apply to any dispute procedure.
- 11. The Prospective Buyer acknowledges it must undertake due diligence and its own investigations as to any information given.
- 12. Where this Agreement is signed for or on behalf of the Prospective Buyer by any person that person warrants that he or she has the authority to bind the Prospective Buyer. This Agreement binds the Prospective Buyer and any company or business the Prospective Buyer may subsequently use as a nominee or assignee for a purchase contract.
- 13. In the event the Prospective Buyer (as nominee or for an undisclosed principal) wishes to proceed to due diligence under a contract to purchase then the Prospective Buyer must identify the purchasing entity and enter into a contract subject to due diligence inquiries.
- 14. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

ACKNOWLEDGEMENT AND CONSENT

The parties acknowledge and consent to each signing this document (and any notices given under this document or legislation) themselves, or by their attorneys and/or representatives, by electronic and/or digital signatures pursuant to the *Electronic Communications Act 2000 (SA)* and the *Electronic Transactions Act 1999 (Cth)* as applicable, and delivering this document and giving and receiving any communications relating to this document electronically.

Executed as an Agreement.

PROSPECTIVE BUYER 1

DATED

PROSPECTIVE BUYER 2

DATED

AGENT (for SELLER)

DATED

* where executed by a Corporation as the Seller and/or Buyer each execute pursuant to s127 of Corporations Act 2001 (Cth) and if a sole director state so, if not sole director then by 2 directors or a director and secretary as required