

Please complete the form below, insert your full name, street address (PO Box not acceptable), signature and date. Please return the completed form via fax to (03) 9820 3536 or via email to southyarra@noeljones.com.au.

I am interested in the following Business (please insert the business ID or business name below):

For the attention of (please insert the agents name below):

Your contact details:

Phone/Mobile Number: _____

Email Address: _____

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 200

BETWEEN Noel Jones (South Yarra) Pty Ltd ACN 005 801 543 (hereinafter “**the Disclosing Party**”) having its principal office at 61-63 Commercial Road, South Yarra, in the State of Victoria

AND

(Hereinafter “**the User**”) of

WHEREAS:

- A. **The Disclosing Party** grants **the User** access to the information described below (the proprietary information) under conditions of confidentiality for the purpose of a **Review**.
- B. The proprietary information is the confidential information of a client of the **Disclosing party** (“**Client**”) who has hired the **Disclosing Party** to sell the **Client’s** business on its behalf.

NOW THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the construction of this Agreement, unless the contrary intention appears:
 - (a) “**Confidential Information**” means any and all information of **the Client** of the **Disclosing Party** disclosed to **the User** (to be used specifically for a **Review** - See definition of a “**Review**” below), which is now or at any time after the date of this Agreement in the possession of **the Client** of **the Disclosing Party** and/or the **Disclosing Party** and which has been disclosed to **the User**.
 - (b) “**Review**” means the assessment of the Confidential Information for the purpose of purchasing the business of **the Client** of the **Disclosing Party**.
- 1.2 Singular includes plural and words importing any gender shall include all other genders.

2. UNDERTAKING OF THE USER

- 2.1 Except as required by law, **the User** covenants and agrees that it will not, without the prior written consent of **the Disclosing Party**, disclose, divulge or provide any of the Confidential Information of **the Disclosing Party**, to any person, whatsoever except as set out below.
- 2.2 **The User** acknowledges that any part of the Confidential Information disclosed to **the User** by **the Disclosing Party** is disclosed solely for the purposes of the **Review**. **The User** agrees not to use the Confidential Information for any purpose other than the **Review**.
- 2.3 **The User** shall allow access to the Confidential Information exclusively to those directors, principals and employees of **the User** and professional advisors employed by **the User** who have reasonable need to see and use it for the purposes only of the **Review** and shall inform each of those directors, principals, employees, and professional advisors, of the confidential nature of the Confidential Information and of the obligations upon **the User** in respect of it.
- 2.4 **The User** agrees that it will:
 - 2.4.1 Ensure that as part of the **Review** it will carefully investigate research and check the accuracy of the Confidential Information and all other information provided by **the Client** relating to the **Client’s** business and delivered by **the Disclosing Party** to **the User**.
 - 2.4.2 Carefully conduct its own due diligence before entering into any agreement for the purchase of **the Client’s** business.

