

## CONFIDENTIALITY AGREEMENT, BUSINESS REGISTRATION AND DISCLAIMER

I/We, being the people named in the Schedule set out below, acknowledge that we are prospective Buyers of the business described in the Schedule and in consideration of you and the Seller allowing us to inspect a business profile and other material relating to the business and / or the Seller's agreement and your arrangement on the Seller's behalf to allow us to inspect the business we acknowledge and agree as follows:

- The following material supplied by the Vendor relating to the business may include:
  - Non verified and unaudited trading results and or profit and loss reports;
  - Related industry averages and/or approximate costs/expenses, projected trading estimations.
- All information contained in it, is our responsibility to verify and confirm, and we agree not to hold CBD Realty and or its salespersons and authorised personnel responsible for its accuracy, liability, or loss suffered by us in relation to the information contained in the profile.
- The business profile and material and all things connected and related to this material are confidential and we agree not to disclose them to any other person except our legal, accounting, financial advisers and bankers but then only on the basis that they have to provide to us their agreement prior to receipt of the material to keep this information confidential unless the Seller's prior written consent is first had and obtained to disclosure of this material to that party. We further agree to return to the broker any profile, together with any copies and/or other related material, in the event that we do not wish to proceed with our enquiry.
- We acknowledge, that as a result of perusing the business profile and material, and during the course of the inspection of the business we will become aware of information regarding the operation of the business and in particular the marketing of the business which is personal to the seller and which has real financial value to the Seller. We acknowledge that should such information become known to the Seller's competitors or other parties interested in setting up a similar business in opposition to the Seller or used by ourselves in the operation of a similar business, which these actions could cause financial hardship to the Seller and therefore the Seller might seek compensation.
- All inspections of the business are to be by an appointment arranged organised through CBD Realty only, and we agree not to attempt to inspect the business or the premises upon which the business is carried on or contact the Seller direct other than through and with CBD Realty. I/We have been introduced to the below mentioned business[s] by CBD Realty and or its personnel. I/We understand that CBD Realty and or its personnel are not Investment or Financial advisors. Its role in this matter is to simply relay information on the below mentioned business[es] as provided by the Sellers in its capacity as a representative of the Seller.
  - Investigate;
  - Make any professional or other judgment about the material supplied by the vendor nor arrange it's collection or distribution;
  - Assess the truth or accuracy of the information provided to us by the Vendor.Furthermore, I/we acknowledge that we agree to the above conditions.
- "Privacy Act" - we agree to respect and safeguard the privacy of the Vendor by returning the profile, and any related material, to CBD Realty if we do not proceed to purchase the said business.**

Business of interest to you: \_\_\_\_\_

Your name: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /20

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Customer Signed: \_\_\_\_\_ Agent Signed: \_\_\_\_\_

We are a competitor of the above business - YES  NO

