



CONFIDENTIALITY DEED

Business advertised: _____ (the **Business**)
First name: _____ Surname: _____ (the **Recipient**)
Address: _____
Email address: _____
Phone: W: _____ H: _____ M: _____

This deed of confidentiality undertaking is made pursuant to a potential purchase by the Recipient of the Business (the **Transaction**) and is given by the Recipient for the benefit of AA Real Estate & Business Brokers of Suite 88b, 90 Lorimer Street Docklands VIC 3008 its officers and employees (the **Broker**) and the vendor of the Business.

1. In consideration of the Vendor and/or the Broker providing to the Recipient a business profile, financials and any other information relating to the Business and all notes and copies of it made by the Recipient (the **Confidential Information**), the Recipient acknowledges that:
 - it will keep the Confidential Information confidential (except as required by law) and will not disclose or otherwise use the Confidential Information to disadvantage the vendor of the Business or to gain an advantage over the Broker or the vendor of the Business;
 - it will use the Confidential Information solely to determine whether the Recipient wishes to enter into the Transaction;
 - it will not disclose or allow access to the Confidential Information to any person other than to professional advisors, directors or employees (the **Additional Recipients**) of the Recipient solely on a 'need to know' basis for the purpose of obtaining advice and/or recommendations in respect of the Transaction provided that all Additional Recipients agree in writing to be bound by this Confidentiality Agreement and undertake to maintain strict security over the Confidential Information according to the terms of this document;
 - it will take all necessary precautions to prevent unauthorised persons from gaining access to, or copying Confidential Information;
 - it will not disclose to any person (other than those permitted under this document) that discussions have been held in relation to the Recipient's potential purchase of the Business;
 - this deed does not create or transfer any interest in the Confidential Information or any right in any intellectual property; and
 - it will upon request by the Broker or the vendor of the Business, deliver on demand all Confidential Information which is in the possession or under the power or control of the Recipient.
2. The Recipient agrees to indemnify and keep indemnified the Broker and the vendor of the Business, and hold each of them harmless against all claims, proceedings, costs, expenses, loss or damage (including legal costs on a solicitor and own client basis) that they may sustain or incur as a result of or in connection with, whether directly or indirectly, any breach of this Confidentiality Agreement by the Recipient.
3. The Confidential Information is provided by the Broker under the instructions of the Vendor and has been prepared from information supplied by the Vendor and/or their advisors without detailed examination by the Broker. The Broker makes no express or implied warranties or representations in relation to the accuracy of the Confidential Information whatsoever and the Recipient agrees to conduct his/her own inquiries and investigations into the Confidential Information and the viability of the Business.

Executed as a deed.

Signed: _____ Dated: _____

AA REAL ESTATE & BUSINESS BROKERS

SUITE 88b, 90 LORIMER ST DOCKLANDS VIC. 3008 AUSTRALIA

TELEPHONE: (03) 9645 2988 FACSIMILE: (03) 9645 4588 EMAIL: sales@aabusinessbrokers.com.au

AHMET ALI, MANAGING DIRECTOR LICENSED REAL ESTATE/ BUSINESS BROKER & OFFICER IN EFFECTIVE CONTROL.

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All information on our website is provided without any representations or warranties of any kind by AA Real Estate and Business Brokers its officers or employees. Any statements or other information relating to the business/property that is provided by AA Real Estate & Business Brokers to a potential purchaser via our website and/or our information profiles is based solely upon information supplied by the vendor or other third parties to us.

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If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms of use which will continue in full force and effect.

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