



# Start your new life with Statewide Business Brokers



## CONFIDENTIALITY AGREEMENT

Date				
To	<b>FINEBAY HOLDINGS PTY LTD – LICENSEE FOR STATEWIDE BUSINESS BROKERS (“The Agent”)</b>			
Concept	Financial Figures, Budgets, Management Information, Marketing Plans, Business Strategies, Supplier Agreements			
The Business				
Recipient's Full Name				
Address				
Phone Number				
Email Address				
Your current industry				
Your current Business Name				
Will funding be required?	Yes / No			
Please indicate approx amount (circle one)	Less than \$250,000		\$250,000 - \$500,000	
	\$500,000 - \$1,000,000		More than \$1,000,000	
Where did you see the business advertised?  (circle one)	Statewide Website	Statewide Newsletter	BusinessForSale	BusinessView
	AIBB	AnyBusiness	BusinessesForSale	Bsale
	TV Ad	HospitalityTrader	Accountant/Advisor	Farm Weekly
	Countryman	The West	Word of Mouth	Facebook
	Twitter	Instagram	Google	Prior Client

### ACKNOWLEDGEMENT AND CONFIRMATION:

The Agent is acting as agent regarding the sale of the business associated with the Business referred to above and has various financial figures, accounts, budgets and other confidential information and has agreed to make the information available to the Recipient upon the terms and conditions herein. All the information handed over is hereinafter referred to as “the Confidential Information”, written or oral.

**IN CONSIDERATION** of the Agent at the request of the Recipient disclosing the Confidential Information to the Recipient;

1. The Recipient agrees that it will keep the Confidential Information confidential to itself for the sole and exclusive purpose of evaluating the business and project, inclusive of all discussion.
2. The Recipient will not disclose the Confidential Information to any other person unless required to do so by law or unless the Confidential Information comes into the public domain other than by disclosure in breach of agreement.
3. In the event the recipient following the Due Diligence period undertakes to ensure information provided will not be used against the seller for a period of 5 years and will shred or destroy all documentation received.
4. The Recipient will not copy the Confidential Information.
5. The Recipient will at the request of the Agent at any time return all copies of the Confidential Information to the Agent.
6. The Recipient shall not discuss with any of the vendor's suppliers, customers, sub-contractors, staff, employees, agents etc. any aspects of the Business.
7. In the event that the Recipient breaches this Agreement the Agent and the owner of the Business shall be entitled to recover by way of liquidated damages together with such other damages as may be ascertained.
8. The information has been prepared solely in accordance with the vendor's instructions and his/her accountants information and is NOT to be taken as representation by the broker.
9. The information to be provided has been prepared solely in accordance with the vendor's instructions and his/her accountants is not to be taken as a representation by the agent personally. This disclaimer appertains to the business précis & profit and loss sheets provided herein. We the undersigned agreed to undertake our own investigation and understand the foregoing.
10. Statewide Business Brokers gives no warranty as to the accuracy of this report and information contained herein and shall not be liable for any liability claim, loss or damage or any injury suffered by any organisation or persons directly or indirectly from reliance of this report. We the undersigned understand and acknowledge these conditions.
11. We point out that we are not plant & equipment valuers and the value noted on the Business Précis is either at fair market value or written down value. It is recommended that if lending against the plant & equipment, then a specific plant & valuation should be taken.
12. We the recipients of the Confidentially Agreement agree to make independent enquiries and investigations and will not act without having checked the accuracy of all facts and any estimations and assumptions that may be contained in this report. The purchaser understands that any enclosed projections, facts, figures and representations are not a warranty or promise by Statewide Business Brokers, or its staff or employees. Nor are Statewide Business Brokers able to give warranties to the correctness of the information. The purchase price is subject to the purchaser's own advice and research. We the purchasers are content to do our own independent and understand the content of this confidentially agreement.

**SIGNED by an authorised Officer of the Recipient WE AGREE & UNDERSTAND THE CONDITIONS**

---

**Please return to Wayne J Cooper STATEWIDE BUSINESS BROKERS ABN: ABN 14 110 412 014**

**PO Box 1061, Mandurah WA 6210 or Fax: 08 9535 3929 or Email: [cooperw@swbb.com.au](mailto:cooperw@swbb.com.au)**

