

## CONFIDENTIALITY AGREEMENT

Date	Friday, 13 July 2018			
To	<b>FINEBAY HOLDINGS PTY LTD – LICENSEE FOR STATEWIDE BUSINESS BROKERS (“The Agent”)</b>			
Concept	Complete Business Profile, Financial Figures, Budgets, Management Information, Marketing Plans, Business Strategies, Supplier Agreements, Staff, Plant & Equip & Vehicles Schedule			
The Business				
Recipient's Full Name				
Street 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
	Google	Prior Client	BusinessesForSale	Bsale
	Farm Weekly	HospitalityTrader	Accountant/Advisor	Facebook
	Countryman	The West	Word of Mouth	Instagram

### ACKNOWLEDGEMENT AND CONFIRMATION:

The Agent is acting regarding the sale of 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, oral, written or electronically transmitted is hereinafter referred to as “the Confidential Information”.

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 or 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 decides not to continue with their investigation of the business following the due diligence period the recipient undertakes to ensure all 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 any aspects of the Business with any of the business's suppliers, customers, sub-contractors, staff, employees, agents etc.
7. If more than one person is party to this agreement and will be viewing the confidential information ie a business partner or spouse, then both/all parties must sign this agreement.
8. 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 and/or other damages as may be ascertained.
9. The confidential information has been prepared solely in accordance with the seller's instructions and his/her accountant/adviser's information and is NOT to be taken as a representation by the agent. This disclaimer pertains to all information provided by the agent, seller or seller's accountant/adviser, including but not limited to the Business Précis, Profit and Loss, Balance Sheets, plans/strategies, customer data, supplier agreements, budgets or any information.
10. The information provided by the recipient on this agreement may be used to customise marketing content delivered to the recipient/s. The recipient/s signal their agreeance to this by returning this agreement and/or receiving the Business Précis or Financials. The recipient may access and review Statewide Business Brokers privacy policy on their website at [statewidebusinessbrokers.com.au/privacy-policy/](http://statewidebusinessbrokers.com.au/privacy-policy/)
11. If the recipient no longer wants to be contacted by one of our employees or receive the newsletter through our service, please unsubscribe directly from that newsletter by clicking the "unsubscribe" link at the bottom or contact us directly to update or delete your data by emailing us [here](#).
12. Statewide Business Brokers gives no warranty as to the accuracy of the information provided and shall not be liable for any claim, loss, damage or any injury suffered by any organisation or persons directly or indirectly from reliance on the provided information.
13. Statewide Business Brokers are not plant & equipment valuers and the value noted on the Business Profile 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 obtained.

We, the recipients of the Confidentiality Agreement agree to make independent enquiries, research and investigations and will not act without having proven the accuracy of all facts and any estimations and assumptions that may be contained in the report. The recipient understands that any 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 such warranties to the correctness of the information. The purchase price is subject to the recipient's own advice and research.

**SIGNED by Recipient/s or authorised Officer of the Recipient. I/we agree & understand the conditions above.**

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**Recipient 1**

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**Recipient 2**

Statewide Business Brokers  
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