



SPECIALIST BUSINESS BROKERS AND ADVISORS

CONFIDENTIALITY AGREEMENT

BUSINESS INFORMATION SUPPLIED TO:(The Recipient)
OF(Address).....Post Code

PHONE: BHAH/MOBILEFAX NO.:
EMAIL ADDRESS.....

IN REFERENCE TO THE BUSINESS/PROPERTY ADVERTISED AS.....

1. **In consideration** of the Vendor, its Associates, or I.L. Wollermann Pty Ltd providing a Business Profile, financial and any other information relating to the business (the "Confidential Information") to the Recipient, the Recipient acknowledges the confidentiality of the information and the potential damage to the Vendor and the Business of a breach of confidentiality, and undertakes:

- I. to keep confidential the Confidential Information
- II. to use the Confidential Information solely for the purpose of evaluating the opportunity to purchase the business from the Vendor, and for no other purpose
- III. not to use or allow the Confidential Information to be used to gain any advantage to the Recipient or any other party
- IV. not to allow the use of the Confidential Information to disadvantage the Vendor or the Business
- V. not to disclose the Confidential Information other than to professional advisors, directors or employees of the Recipient who have agreed to be bound by this Confidentiality Agreement, and who undertake to maintain strict security over the Confidential Information, and where the Recipient is acting on behalf of its client, the client also agrees to be bound by this Confidentiality Agreement.
- VI. to return all Confidential Information and related notes or copies thereof upon request by the Vendor or I.L. Wollermann Pty Ltd
- VII. not to communicate directly or indirectly the Recipient's interest in the Business offered by the Vendor, with any customers, suppliers or employees of the Business or the Vendor.
- VIII. not to disclose to any party (other than those covered by V. above) that discussions have been held in relation to the Vendor, the Business or the opportunity to purchase the Business.

2. The Recipient makes this undertaking in favour of I.L. Wollermann Pty Ltd and the Vendor, and both parties undertake to keep the Recipient's interests confidential.

3. In the event I/We eventually purchase the said business, whether as an individual, company or a partnership privately, through another agent or any other source, I/We undertake to compensate I.L. Wollermann Pty Ltd for any damages and loss of commission.

4. The Business Profile and other information is provided by I.L. Wollermann Pty Ltd on the instructions of the Principals of this business and has been prepared from information supplied by the Principals and their Accountants. The Recipient acknowledges that this information is further provided on the basis that the contents are accurate and correct. However, I.L. Wollermann Pty Ltd and its management and officers disclaim any express or implied warranty thereto. Acceptance of the Business Profile and other information constitutes acceptance of this disclaimer, which the Recipient acknowledges.

DATED THIS:.....DAY OF2009

SIGNED:(Recipient) SIGNED.....(Agent)

Office and Postal Address: 415 Canterbury Road, Surrey Hills, Victoria, Australia 3127
Telephone (03) 9888 6488 Fax (03) 9888 4040 Email mail@wollermann.com.au

I. L. Wollermann Pty Ltd. ABN 26 005 645 134 ACN 005 645 134 Trading as WOLLERMANN & ASSOCIATES
MANAGING DIRECTOR: Ian L Wollermann B. A. Dip. Ed. LICENSED ESTATE AGENT