

CONFIDENTIALITY AGREEMENT

APPROVED BY THE AUSTRALIAN INSTITUTE OF BUSINESS BROKERS (AIBB) FOR USE BY REGISTERED MEMBERS

BUSINESS BROKER “AS AGENTS FOR THE SELLER” (“THE BROKER” “US” “WE” “OUR”)

License Holder:

Is a Licensed Real Estate Agent and/or Business Agent in (name State)

Agency Name:

Licence Number:

Broker's Name:

Address:

Phone:

ABN / ACN:

Fax:

AIBB Membership No:

Email:

BUSINESS & INTERESTED PARTY DETAILS

Name or Code No. of Business:
("the Business")

Contact Phone of Interested Party:
("You")

Email of Interested Party:

Address of Interested Party:

OPERATIVE PART

You have expressed an interest in the Business and have requested additional information to assess whether you want to buy the Business. You agree to receive the information on the terms set out below:

1. All information, whether verbal or written, disclosed to you on behalf of the business owner ("Confidential Information") is strictly confidential and is provided to you pursuant to this agreement.
2. You understand that any Confidential Information we give to you is given to us by the business owner or created from that information and passed on in good faith. We cannot guarantee its accuracy. We are not responsible for any inaccurate information and you agree that it is necessary to verify the information before relying upon it.
3. You will not at any time:
 - (a) directly or indirectly, deal with, use exploit or disclose to anybody any Confidential Information to any person or entity for any purpose;
 - (b) approach any person associated with the business including employees, customers, suppliers and the landlord; or
 - (c) approach the owner without prior written consent from us.
4. You may share the Confidential Information with your professional business advisors (namely your accountant, solicitor or financier) after you have advised them of the terms upon which you have received the Confidential Information.
5. The Confidential Information shall not be copied or otherwise reproduced by you either in print or electronically.
6. You, and your professional business advisors, shall, at the conclusion of your assessment, or at our request, return all Confidential Information and copies thereof and shall destroy any electronic Confidential Information and furnish proof of their destruction.
7. Failure to return or destroy such Confidential Information shall be deemed to be a breach of clause 3 of this agreement. Damages are not an adequate remedy for breach of this clause.
8. These covenants by you are of the benefit of both the Broker and the business owner.
9. This agreement shall be binding upon the parties and their respective principles, successors, assigns, subsidiaries and affiliates.
10. To avoid doubt, you irrevocably and perpetually consent to the disclosure to, and use by, the Australian Institute of Business Brokers (AIBB) of standardised, de-identified information relating to any sale of this business in the AIBB Bizstats Website. This disclosure is not a breach of any obligation of confidentiality or other obligations under this agreement.
11. You agree to furnish, on request, a copy of a photo identity document validating your identity.

EXECUTION

SIGNED by the Broker:

Date:

SIGNED by you:

Date: