



11-15 Waverley Road, Malvern East. Vic 3145
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DEED OF CONFIDENTIALITY & NON - DISCLOSURE
(IN COMPLIANCE WITH THE PRIVACY ACT 1988)

DATE OF THIS DEED
I/WE (Name) TEL: MOB:
OF:(Address) POSTCODE:
BUSINESS/FRANCHISE (Description):
At (Address):

(And or any other business listed hereunder on the back of the Deed)

I / WE ACKNOWLEDGE:

- A. That Valentines has introduced the above Business to Me/Us and made it known that it is on the market for sale.
- B. That in consideration of I/WE (or any related parties/partners) being privy to information relating to the affairs of the Business (namely, profit and loss or related financial information, Leases, licences or any other material) (the "Confidential Information"), I/WE agree to keep confidential the Confidential Information.
- C. That I/WE are aware of the *Privacy Act (Cth) 1998*.

1. Undertakings and Obligations:

I/WE (or my/our partners/directors) must NOT, without the prior written consent of Valentines and the Vendor:

- (a) disclose the Confidential Information to any individual, corporation or partnership (whether related to Me/Us, or otherwise) (including any accountant or professional advisors); or
- (b) copy or in any way duplicate the Confidential Information; or
- (c) use the Confidential Information for a purpose other than assessing whether to make an offer to purchase the Business.

2. I/WE acknowledge and agree:

- (a) that the obligations and undertakings set out in this Deed extend to all My/Our officers, employees, partners and advisors whom have had access to the Confidential Information; and
- (b) that all dealings with the Vendor (their landlord or agent, account or solicitor) must be conducted via Valentines, and under no circumstances will I/We approach the Vendor or those other parties directly without prior approval of Valentines; and
- (c) to return to Valentines all Confidential Information if I/We do not purchase the Business within 5 days upon request.

3. I/WE undertake and agree:

- (a) That if I/WE (or my/our partners/directors/related parties) ultimately purchase the Business (whether as an individual, company or partnership) from the Vendor (whether through another agent, privately or through another source), that I/WE will compensate Valentines for all financial loss and damage it has sustained as a result of being unable to secure the sale of the Business; and
- (b) that I/WE will ensure that My/Our officers, partners, employees or advisors do not act in a manner or in such a way that would constitute a breach of My/Our obligations under this Deed; and
- (c) to indemnify Valentines against any loss or damage it suffers directly or indirectly arising from or connected with any failure of I/We to meet any obligations under this Deed or any failure to observe any obligation of confidence relating to the Confidential Information.

SIGNED, SEALED AND DELIVERED AS A DEED:

FULL NAME: SIGNATURE:

WITNESS SIGNATURE:

FULL NAME: SIGNATURE: