

BARON CONSULTANCY

Specialist in Business Sales | Business Consultants | Debt Management
In conjunction with de Jonge, Read and Associates
Confidential Help Line: (07) 3209-8133

CONFIDENTIALITY AGREEMENT, BUSINESS REGISTRATION AND DISCLAIMER

I/We, being the people named in the Schedule set out below, acknowledge that we are prospective Buyers of the business described in the Schedule and in consideration of you and the Seller allowing us to inspect a business profile and other material relating to the business and / or the Seller's agreement and your arrangement on the Seller's behalf to allow us to inspect the business we acknowledge and agree as follows:

1. The following material supplied by the Seller relating to the business may include: (a) Non verified and unaudited trading results and or profit and loss reports; (b) Related industry averages and/or approximate costs/expenses, projected trading estimations.
2. The prospective buyer(s) agree(s) not to hold Baron Consultancy and or its salespersons and authorised personnel responsible for its accuracy, liability, or loss suffered by us in relation to the information contained in the profile. It will be the prospective buyer(s)' responsibility to conduct any due diligence necessary to satisfy themselves of the accuracy and truthfulness of the information provided.
3. The business profile and material and all things connected and related to this material are confidential and the prospective buyer(s) agree(s) not to disclose them to any other person except his/her legal, accounting, financial advisers and bankers but then only on the basis that they have to provide to us their agreement prior to receipt of the material to keep this information confidential unless the Seller's prior written consent is first had and obtained to disclosure of this material to that party.
4. The prospective buyer(s) agree not to disclose in anyway to the business's current and potential suppliers and clients and any other person(s) that the business is for sale and to keep this information strictly confidential. The prospective buyer(s) acknowledge that should such information become known to the Seller's current suppliers and/or clients whereby these actions could cause financial hardship to the Seller and/or negatively affects the Seller's current relationship with their suppliers and/or clients then the Seller reserves the right to take legal action and seek compensation.
5. The prospective buyer(s) agree to indemnify the Seller from and against all loss and damage they may suffer because of a breach of this agreement by the prospective buyer(s). The prospective buyer(s) agree they will be in breach of this agreement if any of their employees, agents or consultants do not abide by its terms. The prospective buyer(s) agree that the Seller is entitled, in addition to any other right, to an injunction to restrain a breach or threatened breach of this agreement by the prospective buyer(s) or any of their employees, agents or consultants.
6. The prospective buyer(s) acknowledge(s) that as a result of perusing the business profile and material, and during the course of the inspection of the business he/she will become aware of information regarding the operation of the business and in particular the marketing of the business which is personal to the seller and which has real financial value to the Seller. The prospective buyer(s) acknowledge(s) that should such information become known to the Seller's competitors or other parties interested in setting up a similar business in opposition to the Seller or used by themselves in the operation of a similar business whereby these actions could cause financial hardship to the Seller then the prospective buyer(s) agree they will be in breach of this agreement and the Seller reserves the right to take legal action and seek compensation.
7. The prospective buyer(s) agrees to keep secret and confidential and not to publish, disclose or divulge (except with the Seller's authority), nor to use or attempt to use, any confidential information regarding the business including: (a) confidential financial information regarding the business; and (b) confidential marketing information, including details of clients and suppliers, past or current negotiations or transactions relating to the clients and/or suppliers the business.
8. The prospective buyer(s) agrees not to solicit, canvass, or endeavour to obtain the custom of clients and/or suppliers of the business who have been clients and/or suppliers at any time during the period of two (2) **years immediately** preceding the date signed below.
9. The prospective buyer(s) agrees that during the period of **12 months** from the date signed below date the prospective buyer(s) will not entice or attempt to entice any employee of the business from continuing to be employed in the business.
10. All inspections of the business are to be by an appointment arranged organised through **BARON CONSULTANCY** only. The prospective buyer(s) agree(s) not to attempt to inspect the business or the premises upon which the business is carried on or contact the Seller directly other than through and with Baron Consultancy. The prospective buyer(s) acknowledges that he/she has been introduced to the mentioned business[s] by **BARON CONSULTANCY** Pty Ltd and or its personnel. The prospective buyer(s) understands that **BARON CONSULTANCY** and or its personnel are not Investment or Financial advisors. Its role in this matter is to simply relay information on the mentioned business[es] as provided by the Sellers in its capacity as a representative of the Seller. **BARON CONSULTANCY** does not: (a) Investigate; (b) Make any professional or other judgment about the material supplied by the seller nor arrange it's collection or distribution; (c) Assess the truth or accuracy of the information provided to us by the Seller. Furthermore, the prospective buyer acknowledges that he/she agrees to the above conditions.
11. The prospective buyer(s) acknowledge that in conjunction with this 'Confidentiality Agreement, Business Registration and Disclaimer' further collateral agreements will need to be signed to protect the interests of all parties by ensuring that each party acts in good faith. These agreements will include but are not limited to: (a) Confidentiality Agreement; and (b) Commission Agreement for **BARON CONSULTANCY PTY LTD**; and (c) Non-circumvention Agreement.
12. "Privacy Act" – The prospective buyer(s) agree(s) to respect and safeguard the privacy of the Seller by returning the profile, and any related material, to **BARON CONSULTANCY** if he/she does not proceed to purchase the said business and continue to keep the information confidential.

WOULD YOU LIKE TO RECEIVE EMAIL ALERTS REGARDING NEW BUSINESS LISTINGS & OTHER BUSINESSES FOR SALE? (please note that you can ask to be removed from the list at any stage) YES/NO

Please facsimile back to (07) 3209-8102

Date: _____ Name of Prospective Buyer(s): _____

Address: _____ Email: _____

Business Ref: _____ Phone: _____ Fax: _____ Mobile: _____

Signature: _____ Business Consultant & Mobile: Nathan Kelly – 0411 712 936

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