

Confidentiality Agreement

("the Agreement")

Please **TYPE** your details on the form, **PRINT** and **SIGN**
where indicated. Forms can be returned via fax or email.

Fax **07 3188 6012**

Email **sales@businessforsaleqld.com.au**

DEFINITIONS:

- a) "**Buyer**" means the party described in the Items Schedule and/or in a Contract of Sale, and/or Heads of Agreement, and/or Option to Purchase, and/or Purchase Agreement, and/or Deed, and/or variation to the nature of the Contract of Sale, and/or any agreement whatsoever which results in the party, and/or other entity where the party and/or its Director/s and/or its Shareholder/s and/or its Unitholder/s and/or its beneficiary/ies, and/or trust either directly or indirectly having an interest, and/or holding, and/or share in the Business/Property, and/or working in partnership and/or joint venture with the Seller where there is a sale, transfer, change, and/or share in interest and/or holdings between the Seller and Buyer and includes but not limited to any new and/or related legal entity, a change in identity of the Buyer, and/or an entity in which the Buyer, and/or its Directors, and/or Shareholders, and/or Unit Holders, and/or or beneficiaries and/or Trust/s have interest and/or holdings.
- b) "**Business**" means the business described in a Contract of Sale, and/or Heads of Agreement, and/or Option to Purchase, and/or Purchase Agreement, and/or Deed, and/or variation to the nature of the Contract of Sale, and/or any agreement whatsoever which results in the party, and/or other entity where the party and/or its Director/s and/or its Shareholder/s and/or its Unitholder/s and/or its beneficiary/ies, and/or trust either directly or indirectly having an interest, and/or holding, and/or share in the Business, and/or working in partnership and/or joint venture with the Seller where there is a sale, transfer, change, and/or share in interest and/or holdings between the Seller and Buyer
- c) "**Property**" means the property described in a Contract of Sale, and/or Heads of Agreement, and/or Option to Purchase, and/or Purchase Agreement, and/or Deed, and/or variation to the nature of the Contract of Sale, and/or any agreement whatsoever which results in the party, and/or other entity where the party and/or its Director/s and/or its Shareholder/s and/or its Unitholder/s and/or its beneficiary/ies, and/or trust either directly and/or indirectly having an interest, and/or holding, and/or share in the property, and/or working in partnership and/or joint venture with the Seller where there is a sale, transfer, change, and/or share in interest and/or holdings between the Seller and Buyer.
- d) "**Seller**" means the party described in Contract of Sale, and/or Heads of Agreement, and/or Option to Purchase, and/or Purchase Agreement, and/or Deed, and/or variation to the nature of the Contract of Sale, and/or any agreement whatsoever which results in the party, and/or other entity where the party and/or its Director/s and/or its Shareholder/s and/or its Unitholder/s and/or its beneficiary/ies, and/or trust either directly and/or indirectly having an interest, and/or holding, and/or share in the property, and/or working in partnership and/or joint venture with the Seller where there is a sale, transfer, change, and/or share in interest and/or holdings between the Seller; and in the event the Seller uses a new or related legal entity, or has a change in identity or name; or a Controller, or Liquidator, or Administrator, or Trustee, or Executor is appointed, then the Seller shall refer to the new or related legal entity, change in identity or name, or the Controller, Liquidator, Administrator, Trustee, or Executor as the case may be.
- e) "**Agent**" means Business Classifieds Pty Ltd ATF Business Classifieds Trust.

AGREEMENT:

I/We ("the Buyer") agree to the Agent's Confidentiality Agreement as follows: In consideration of the Agent agreeing to provide me/us directly or indirectly via the Agent with information relating to any Business/Property presented to me by a representative of the Agent, I/We hereby agree and undertake as follows: 1 I/We will hold and keep as strictly confidential all information, statements, opinion, forecasts and other matters of whatsoever nature, whether written or oral ("the Confidential Information") except in so far as the same may be or become information in the public domain. 2 I/We will not disclose any of the Confidential Information to any employee or third party unless such employee or third party is specifically required to have knowledge of the same for purposes directly related to my/our consideration of the business/property offered for sale. 3 In the event of my/our making any disclosure to any employee or third party, I/We undertake to procure that such employee or third party prior to such disclosure agree to be bound by the terms of this Agreement in writing prior to disclosure of the Confidential Information or any part thereof and a copy of such written acknowledgement shall be filed with the Agent immediately prior to such disclosure. 4 In the event that after consideration of the Confidential Information, I/We do not purchase or make an investment in the business/property, I/We will forthwith return the said Confidential Information together with any copies, notes thereof (or any part thereof) or any documents containing extracts reproduced there from made by or on behalf of us, and delete all electronic records. Furthermore, I/We will maintain the confidentiality of such information and not use the same for any purpose. 5 The Recipient must not in any manner whatsoever either directly or indirectly be concerned or interested in the Businesses/Properties introduced by the Agent without the Agent's involvement. 6. I/We undertake to indemnify the Agent against any actions, proceedings, costs, claims, demands or liabilities which the Agent may suffer in consequence of any breach by me/us of the undertakings herein contained. 7 The obligations, covenants and undertakings contained in this Agreement shall continue in force without any limit in point of time, notwithstanding that no purchase agreement is entered into or any investment is made in the business/property. 8 I/we acknowledge the Agent does not adopt or endorse information provided by the Seller. 9 I/we agree and confirm that this



Business Classifieds Pty Ltd ATF Business Classifieds Trust
t/as Business for Sale QLD

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electronic Agreement is enforceable. 10 I/We acknowledge that the Agent is the introducing agent and that Offers, and/or Contract of Sale, and/or Heads of Agreement, and/or Option to Purchase, and/or Purchase Agreement, and/or Deed, and/or variation to the nature of a Contract of Sale, and/or any agreement whatsoever which results in the party, and/or other entity where the party and/or its Director/s and/or its Shareholder/s and/or its Unitholder/s and/or its beneficiary/ies, and/or trust either directly or indirectly having an interest, and/or holding, and/or share in the Business/Property, and/or working in partnership or joint venture with the Seller where there is a sale, transfer, change, or share in interest or holdings between the Seller and Buyer and includes but not limited to any new or related legal entity, a change in identity of the Buyer, and/or an entity in which the Buyer, and/or its Directors, and/or Shareholders, and/or Unit Holders, and/or beneficiaries and/or Trust/s have interest and/or holdings will be negotiated, facilitated and prepared through the Agent. Any attempt to circumvent the Agent's entitlement shall cause the Agent to be entitled to Commission. In the event that after the date of this agreement the Buyer acquires the business/property, either in part or whole, and/or enters into Contract of Sale, and/or Heads of Agreement, and/or Option to Purchase, and/or Purchase Agreement, and/or Deed, or variation to the nature of a Contract of Sale, and/or any agreement whatsoever which results in the party, and/or other entity where the party and/or its Director/s and/or its Shareholder/s and/or its Unitholder/s and/or its beneficiary/ies, and/or trust either directly or indirectly having an interest, and/or holding, and/or share in the Business/Property, and/or working in partnership and/or joint venture with the Seller where there is a sale, transfer, change, and/or share in interest or holdings between the Seller and Buyer, the Buyer acknowledges that the Agent was the effective cause of that sale and that the Agent shall be entitled to its Commission.

ITEMS SCHEDULE:

Please introduce me/us to the following Businesses/Properties (PLEASE USE REF. CODE BC-----) *

Name of Buyer *

Address

Suburb & Postcode

Phone

Mobile *

Email *

Signature (as Director/s and Guarantor/s if applicable) *

Date *

Would you like to receive email alerts on other business opportunities marketed by the Agent?

Yes

No



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Buyer Preferences

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Name of Buyer

Phone

Mobile

Email

Previous/Current Work Experience

Industry preference/s

Do you currently own a business?

Yes No

Will you be working full time/part time/not at all?

What business are you currently in?

Would you prefer to purchase or lease the property?

Preferred Net Profit

\$

Assets value (approx.)

\$

Preferred Turnover

\$

Liabilities value (approx.)

\$

Preferred minimum return on investment

\$

Preferred price range

\$

Maximum funding available

\$ (cash) + \$ (finance)

Has your finance been pre-approved by a Lender?

Yes No

Signature

Date

Would you like to receive email alerts on other business opportunities marketed by the Agent?

Yes No



Privacy Statement

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Business for Sale QLD is committed to protecting the privacy of all Customers who utilise our services. In order to ensure that we are consistent in this approach, we have adopted a Privacy Policy that aims to comply with the National Privacy Principles contained within the Privacy Amendment (Privacy Sector) Act 2000.

COLLECTION, USE AND DISCLOSURE OF INFORMATION

We only collect information from you that is necessary for what we do as a Licenced Real Estate Agent under the Property Occupations Act 2014, and the Agents Financial Administration Act 2014; and to perform the activities necessary to carry on a business as a Licenced Real Estate Agent.

Business for Sale QLD allows all Customers the opportunity to “Opt-out” of receiving electronic promotional material either via our Opt-Out form located on our website <http://www.businessforsaleqld.com.au/opt-out/> or footnoted at the bottom of our Email marketing. Customers may also send an email to sales@businessforsaleqld.com.au.

Business for Sale QLD does not sell your personal information to a third party provider however, with your written consent, we may refer your details to a third party who may be able to assist you with your enquiries including Solicitors, Accountants, Lenders, Finance Brokers, Immigration Agents, Building Inspectors, Real Estate Agents, Auctioneers, IT Companies and other providers which become available from time to time.

DATA QUALITY

Business for Sale QLD endeavours to ensure that all data collected is accurate and well maintained. Customers are encouraged to submit their contact and personal details electronically to maximise the accuracy of data collected. All computer access is password controlled.

OPENNESS

All Customers who have supplied personal details to Business for Sale QLD will have the right to seek out the information we hold on them; and undertake to respond to a Customer enquiry regarding what information we hold, how we use it and where or how it is disclosed within a reasonable time.

ACCESS AND CORRECTION

Anyone who has provided personal information to Business for Sale QLD may access this information and issue corrections if necessary. Business for Sale QLD undertakes to ensure that any amendments to information are actioned in a timely and efficient manner. You may be asked to verify your identity prior to personal information being disclosed. This helps ensure that information is only provided to the correct person and that the privacy of others is not undermined. All requests for information will be dealt with in a confidential manner and requests for access will in no way effect any commercial arrangement that may be in place between yourself and Business for Sale QLD.

ANONYMITY

Wherever practicable, Business for Sale QLD will allow any individual to seek out and obtain information in a confidential manner and without the need to identify themselves.

WHAT TO DO IF YOU HAVE A PRIVACY COMPLAINT

Our aim is to ensure that we treat all personal information with respect and care. However, should you have a complaint that relates to how we have collected or used the information you have provided on yourself, we would like the opportunity to remedy the problem. Business for Sale QLD has a complaints register for this purpose and all privacy complaints will be dealt with in a timely manner. Should you have a complaint, please address it to the Principal via email nicole@businessforsaleqld.com.au or 0423 161 995. In the unlikely event that the matter cannot be resolved between Business for Sale QLD and an individual, then the matter should be referred to the Office of the Federal Privacy Commissioner.