

CONFIDENTIALITY AGREEMENT

Provider ("Us")	You Profit Pty Ltd Lic No 1622810 PO Box 3296 Marrickville Metro NSW 2204 Ph 0412 156 042; Fax 02 8004 8259 Email info@youprofit.com.au		
Recipient ("You") Name Address		Phone Mobile Email Licence No	
Confidential Information	Any and all information in any form we make available to you in connection with any business including without limitation the business listed below and any business profile prepared by the provider.		
Permitted Purpose	Recipient will use the Confidential information only for the purpose of analysing the information to make an informed decision as to a proposed purchase a business in which the Recipient has expressed in interest.		

Date	Reference	Business Name	Business Address	Price

1. When must we disclose the information to you?

- 1.1 We must make that part of the confidential information available to You that we consider in our sole discretion to be necessary for the permitted purpose.
- 1.2 The confidential information always remains our property. This agreement does not give You any right, title or interest in it. We make no warranty as to the accuracy, content, legality or completeness of the confidential information.

2. How must you treat it?

- 2.1 You must use the confidential information only for the permitted purpose. You must not use or exploit it for Your own benefit or for any other purpose, or allow any other person to do so without our written consent.
- 2.2 You must not disclose it, and must ensure that your employees, contractors and agents do not disclose it to any other person except as required to carry out the project and then only on a confidential basis. You will, on our request, arrange for such persons to execute confidentiality undertakings in our favour that they are bound by this agreement as if a party to it.
- 2.3 You must take reasonable steps to protect the confidential information and keep it secure from unauthorised persons.
- 2.4 You must inform us immediately if You become aware or suspect that there has been a breach of these obligations.
- 2.5 If we ask for the confidential information, You must return the confidential information, and all copies, notes and memorandums relating to it, to Us as we direct.
- 2.6 You do not have to treat as confidential information
 - (a) Which is or comes into the public domain, except Information that is or becomes so because it has been disclosed without authority; or
 - (b) Which is lawfully known to You before the date of this agreement; or
 - (c) Which is or becomes available to You from another person who is in possession of it lawfully and can disclose it to You on a non-confidential basis; or
 - (d) Which You are required by law to disclose but You must seek to limit that disclosure in any way we reasonably request.

3. Indemnity

- 3.1 You indemnify Us against all loss, damage, expense and costs arising because You do not observe the conditions of this agreement for any reason.

4. Warranties and Restraints

- 4.1 You represent and warrant to the Provider, as an inducement for the Provider to enter into this Agreement with You, that
 - (a) You were introduced to the business identified in the confidential information solely and exclusively by the Provider;
 - (b) the Provider was the effective cause of any offer made by You to purchase the business subject to the terms and conditions of this document;
 - (c) You understand that the Provider will suffer loss and damage if You breach any of your promises or obligations under this agreement.
- 4.2 You must not at any time approach the owner or proprietor of the business, the management or staff or disclose the confidential information or Your interest in the business to any staff member or third party.

5. General

- 5.1 We do not enter into this agreement in our personal capacity but only in our capacity as agent of our named or unnamed principal.
- 5.2 This agreement contains the entire agreement between You and Us and takes the place of all other statements about the confidential information.
- 5.3 This agreement may be varied only if You and We agree in writing.
- 5.4 This agreement is governed by the Laws of New South Wales. You and We submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 5.5 By signing this agreement you permit Us to add your details to our database and authorise Us to communicate with you from time to time regarding new business opportunities.

Sign and accepted for and on behalf of the Recipient.....Dated.....