



Confidentiality Agreement

1. In consideration of Manan Business Sales (“**Broker**”) and its Client (“**Vendor**”) providing information in relation to the business and affairs of the Vendor (“**the Confidential Information**”) to you (“**the Recipient**”), the Recipient acknowledges the confidentiality of the information and the potential damage to the Broker, the Vendor, or the Vendor’s business in the event there is a breach of confidentiality, and the Recipient undertakes:
 - a. To keep confidential the Confidential Information;
 - b. To use the Confidential Information solely for the purpose of assessing and evaluating the opportunity to purchase the business from the Vendor, and for no other purpose;
 - c. Not to use/allow the Confidential Information to be used to gain any advantage to the Recipient or other party;
 - d. Not to allow the use of the Confidential Information to disadvantage the Vendor or the Vendor’s business;
 - e. Not to disclose the Confidential Information other than to professional advisors, directors or employees of the Recipient who must have agreed to be bound by this Confidentiality Agreement, and who undertake to maintain strict security over the Confidential Information. Where the Recipient is acting on behalf of its client, the client also agrees to be bound by this Confidentiality Agreement;
 - f. To immediately return all Confidential Information and related notes or copies thereof upon request by the Vendor or the Broker whether verbal or written;
 - g. Not to communicate the Recipient’s interest in the business either directly or indirectly with any customers, suppliers or employees of the Vendor’s business,
 - h. Not to disclose to any party (other than those referred to in part (e) above) that discussions have been held in relation to the Vendor, the Vendor’s business or the opportunity to purchase the Vendor’s business.
2. The Recipient agrees not to engage with the Vendor directly and acknowledges that all inspections, communications, negotiations and offers relating to the Vendor’s business must be made through the Broker.
3. The Recipient acknowledges that this is a binding agreement and makes this undertaking in favour of the Broker and the Vendor.
4. In the event the Recipient is in breach of any term of this agreement, the Recipient is hereby liable to the Broker and/or Vendor for any loss and/or damage arising either directly or indirectly from a breach of this agreement. The loss and/or damages includes but is not limited to all costs of the Broker in respect of the sale (if any), amounts commensurate with the amount the Broker would have received from the Vendor had the Purchaser not breached this agreement, and all legal costs associated with the breach, on an indemnity basis. The Recipient hereby acknowledges that they have read and agreed to this clause and that the loss and damages listed are reasonable.
5. The Confidential Information is provided by the Broker on the instructions of the Vendor and has been prepared from information supplied by the Vendor, their Accountants, Solicitors, and other professional advisors. The Recipient hereby acknowledges that this information is provided to the Recipient on the basis that the contents are accurate and correct, however, the Broker and its representatives disclaim any express or implied warranty thereto. Acceptance of the Confidential Information constitutes acceptance of this disclaimer, which the Recipient acknowledges.
6. Notwithstanding clause five (5), the Recipient shall obtain independent financial, legal, taxation and any other advice as reasonably required. The Broker is not liable for any loss caused, whether due to negligence or otherwise arising from the use of, or reliance on, the Confidential Information provided.

Executed as a Deed on this _____ day of _____ 20_____

Name: _____ Enquiry Source: _____

Address: _____

Email Address: _____ Mobile: _____

Budget: \$ Loan _____ \$ Cash _____ Driver license No: \$ _____

Interested Business Name : _____ Interested Business Location: _____

Signature : _____ Name of Agent: _____