



CONFIDENTIALITY AGREEMENT

The Recipient promises to keep all confidential information of the Vendor, disclosed to the Recipient by the Vendor, associates or employees of the Vendor, Absolute Business Brokers Pty Ltd (ABN 21 154 206 407) (Absolute) or its employees (the Discloser), strictly confidential and acknowledges the potential damage to the Vendor and its business and/or any Discloser of a breach of confidentiality. The Recipient further undertakes to, and agrees with, the Vendor, Absolute and any other Discloser:

- not to communicate directly or indirectly any information regarding the Recipient's interest in the Business with anyone (including any employees, customers or suppliers of the Business);
- to use the confidential information solely for the purpose of evaluating the opportunity to purchase the Business from the Vendor and for no other purpose;
- not to disclose the confidential information other than to professional advisors, directors of employees of the Recipient who have agreed to be bound by this Confidentiality Agreement (by signing a document substantially in this form) and who similarly undertake to maintain the strict security and confidentiality of the confidential information; and
- to return all confidential information and related notes and copies upon request by the Vendor or Absolute to the Discloser.

The Recipient makes this undertaking in favour of the Vendor and Absolute, and further acknowledges that in the event of the Recipient purchasing the said business, whether as an individual, company, trust or a partnership privately, through another agent or any other source, the Recipient agrees to compensate Absolute for any damages and loss of commission which would have otherwise been paid to Absolute upon settlement of the purchase of the Business. The Recipient acknowledges and agrees that Absolute or its representatives will not be held responsible for any inaccuracies or incomplete information regarding the lease details, weekly average takings, trial takings, purchases, rental expenses, employees, wages and any other information relating to the business. Such information is subject to the Recipient receiving a statement by the Vendor of a small business and a copy of the lease document. The Recipient acknowledges and agrees that acceptance of the confidential information or signing this document constitutes acceptance of this disclaimer. Notices under this document must be in writing and may be sent by post, delivery or facsimile to the address noted above. This document is governed by and construed in accordance with the Laws of Victoria, Australia, and the parties submit to the jurisdiction of the courts of Victoria, Australia and courts competent to hear appeals therefrom.