

CONFIDENTIALITY DEED

THIS DEED dated.....between the party named in Item 1 of the Schedule ('the Receiving Party') and the party or parties named in Item 4 of the Schedule ('the Provider(s)') and Schultz Partners Pty Ltd of PO Box 2021, Marmion WA 6020.

Confidential Information

- 1.1 The Provider(s) (seller of the business) possesses certain information and business secrets ('the Information') concerning the business operation of the Provider(s). The Information means and includes information relating to the Provider(s) of every kind whatsoever obtained by the Receiving Party from or on behalf of the Provider.
- 1.2 The Receiving Party has requested The Provider(s) to disclose the Information to the Receiving Party to enable the Receiving Party to determine whether it wishes to make an offer to purchase the business operation of the Provider(s).
- 1.3 The Information is regarded by the Provider(s) as confidential and is of a nature, which if misused or disclosed to unauthorised persons, may cause substantial damage to the Provider(s).
- 1.4 The Information does not include any information already in the possession of the receiver at the time it is disclosed, nor any information which is in the public domain, nor any information that is provided to the receiver by a third party. Information that is required by law to be disclosed by the receiver shall not constitute a breach of this deed.

The Receiver Agrees

- 2. In consideration of the agreement to disclose the Information the Receiving Party and its agents agree, undertake and covenant with the Provider(s) that they will:

Keep All Information Confidential

- 2.1 keep the Information strictly confidential and will not sell, publish or otherwise disclose it to any person in any manner without the Provider's prior written consent except for disclosing to the Receiving Party's legal and financial consultants and advisers, provided the Receiving Party ensures such persons are aware of the terms of this document; and

Prevent Unauthorised Access

- 2.2 take proper and adequate precautions at all times and enforce such precautions to preserve the secrecy and confidentiality of the Information and, in particular, but without any way limiting the generality of the foregoing, take all reasonably necessary action to prevent any unauthorised person obtaining access to the Information whether by direct or indirect exposure to it or otherwise.

If Receiver Does Not Purchase Business

- 3. After termination of this Agreement the obligations of the Receiving Party under this Agreement continue in full force and effect and as from that termination the Receiving Party must:
 - 3.1 not use the Information for any purpose or in any manner; promptly;
 - 3.2 (i) return to the Provider(s) all material containing or relating to the Information;
 - (ii) destroy all copies and reproductions, in whatever form, of what material and any analysis, reports or other material generated by or for the Receiving Party in relation to the business

SCHEDULE

Item 1

<u>To be completed by The Receiving Party (the recipient of the Confidential Information).</u>			
Name:.....	Phone:.....	Fax:.....	
Company Name:.....	Email.....:		
Address:.....			Post Code:.....
.....
Signature	Date	Witness	Date

Item 2

The Receiving Party agrees that all information on any business provided by Schultz Partners Pty Ltd is strictly confidential and is for the Receiver's benefit only unless otherwise authorised by the Provider(s).

Item 3

The Receiving Party acknowledges and accepts that in the event of any breach of the terms stipulated herein causing any form of loss or consequential damages to the Provider(s) will result in legal action against the offending party.

Item 4

The Provider(s) where the providers includes any and all businesses marketed by Schultz Partners including the specific business referred to by the reference code below.

REFERENCE CODE:

.....
Schultz Partners Pty Ltd as agents for the Provider(s) Date

Email completed Deed to: admin@schultzpartners.com or, fax to: 61-8-9246 4862