

**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 2 of the Schedule ('the Provider(s)') and Schultz Partners Pty Ltd of PO Box 2021, Marmion WA 6020.

**1. 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 Receiving Party acknowledges and accepts that in the event of any breach of the terms stipulated herein causing any form or consequential damage to the Provider(s) may result in legal action against the offending party.
- 1.5 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 parent company, 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.

**3. If Receiver Does Not Purchase Business**

After termination of this Deed the obligations of the Receiving Party under this Deed continue in full force and effect for a period of three years and as from that termination the Receiving Party must not use the Information for any purpose or in any manner whatsoever, promptly return to the Provider(s) all material containing or relating to the Information and destroy all copies and reproductions, in whatever form, together with any analyses, reports or other material generated by or for the Receiving Party in relation to the business.

4. This Deed shall be governed by the laws of Western Australia.

**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 Provider(s)** .....

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

.....  
Date

**Email completed Deed to: [info@schultzpartners.com](mailto:info@schultzpartners.com) or, fax to: 61-8-9467 6285**