REIQ Accredited Agency

Prospective Buyer Agreement

Notice to Agent: Prior to completing this form the Prospective Buyer(s) must complete the Privacy Notice and Consent.

AGENCY DETAILS:

AGENCY NAME: TAM22 PTY LTD TRADING AS HINCHINBROOK REAL ESTATE ABN:

CONTACT NAME: TAMARA STOKES

ADDRESS: 65 VICTORIA STREET

SUBURB: CARDWELL STATE: QLD POSTCODE: 4849

PHONE: 07 4066 8700 MOBILE: FAX: EMAIL: sales@hinchinbrookrealestate.com.au

PROSPECTIVE BUYER

BUYER DETAILS:

NAME:

ADDRESS:

SUBURB: STATE: POSTCODE:

EMAIL:

BUSINESS ADDRESS:

SUBURB: STATE: POSTCODE:

ABN: BUSINESS PHONE: AFTER HOURS PHONE: MOBILE PHONE:

If enquiring on behalf of a company, please nominate company name:

Do you have authority to sign on their behalf? ☐ No ☐ Yes (provide details)

Source of Enquiry: ☐ Newspaper ☐ Magazine ☐ Website ☐ Other (please specify):

Referral:

For our records and future reference only. Should you proceed with a business purchase, please supply your:

SOLICITOR:

CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: FAX: EMAIL:

ACCOUNTANT:

CONTACT:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: FAX: EMAIL:

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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BUSINESS PREFERENCES

CATEGORY

- ☐ Distribution
- ☐ Export
- ☐ Franchise
- ☐ Freehold
- ☐ Hire
- ☐ Home Based
- ☐ Import
- ☐ Industrial
- ☐ Managed
- ☐ Manufacturing
- ☐ Migration Visa
- ☐ Outdoor
- ☐ Part Time
- ☐ Retail
- ☐ Service
- ☐ Wholesale
- ☐ Other (please specify): _____

TYPE

- ☐ Accommodation
- ☐ Agriculture/Horticulture
- ☐ Automotive
- ☐ Beauty/Health
- ☐ Books/News
- ☐ Building
- ☐ Child Care
- ☐ Fashion/Clothing
- ☐ Café/Takeaway
- ☐ Food Other
- ☐ Gifts
- ☐ House/Garden
- ☐ I.T.
- ☐ Leisure/Tourism
- ☐ Marine/Sport
- ☐ Professional
- ☐ Restaurant/Liquor
- ☐ Store/Supermarket
- ☐ Trade
- ☐ Transport
- ☐ Other (please specify): _____

Specific Business: _____ Desired Earnings: _____

Price Range: _____ Return on Investment: _____

Lifestyle Preference: ☐ 5 days ☐ 6 days ☐ 7 days ☐ Open Preferred Location: _____

BUSINESS AND EMPLOYMENT EXPERIENCE

Current Employment or Business:

Past Employment or Business:

FINANCE

When will you be ready to purchase? ☐ Now ☐ Later (please specify): _____

How will you fund your purchase? ☐ Cash: $ _____ ☐ Borrowings: $ _____

EQUITY

Market value of family home: $ _____ Equity: $ _____

Market value of investment properties: $ _____ Equity: $ _____

Market value of other investments: $ _____ Equity: $ _____

CONFLICT OF INTEREST

Are you currently involved in the type of industry in which you have enquired? If so, please nominate name and type of business.

ANY OTHER INFORMATION

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DISCLAIMER AND CONFIDENTIALITY AGREEMENT

I/We, being the Prospective Buyer/s named in the Schedule set out above, acknowledge that I/we are prospective buyer(s) of a business and acknowledge and agree as follows:

- Any materials supplied by Sellers or the Agent relating to the businesses may include:
  - Non-verified and non-audited trading results and/or profit and loss reports; or
  - Related industries averaged and/or approximate costs/expenses and projected trading estimation

  All information supplied is my/our responsibility to verify and confirm, and I/we agree that Agent and/or its salespersons, employees and authorised personnel shall in no case be responsible for its accuracy or completeness, or any liability or loss suffered by me/us in relation to use of or reliance upon the information contained in any business profile.
- Business profiles and materials and all things connected and related to any business are confidential, and we agree not to disclose them to any other person except our legal, accounting, financial advisers and bankers, but then only on the basis that they have agreed to keep the information confidential.
- I/We agree to use any information, documents or contacts provided, or otherwise made available, to me/us for the sole purpose of evaluating a potential sale or purchase transaction in respect of the business and for no other purpose. I/We expressly agree not to use the information, document or contracts provided for the direct or indirect purpose of competing with the relevant Seller and/or their business.
- All inspections of businesses are to be by an appointment arranged and organised through the Agent only, and I/we agree not to attempt to inspect any business or the premises upon which any business is carried on or to contact any Seller, their employees, agents, landlord, customers, suppliers or other stakeholders directly or indirectly other than through and with the Agent.
- I/We understand that the Agent and or its personnel are not investment and financial advisors.
  Their role in this matter is to simply relay information relating to the target business, as provided by any Seller in their capacity as a representative of the Seller.
- I/We understand the roles, responsibilities and duties of the Agent does not extend to:
  - investigating the truth, completeness or accuracy of the information provided nor go through any due diligence process in relation to it;
  - make any professional or other judgement about the materials supplied by any Seller or provide any professional advice; and
  - assess the truth or accuracy of the information provided to us by any Seller.
- I/We agree to respect and safeguard the privacy of any Seller by returning the business profiles, and any related material to the Agent, and immediately return or destroy (and certify destruction of) any copies if I/we do not proceed to purchase any business or otherwise when requested to do so by the Seller.
- I/We agree to advise the Agent immediately that I/we have been previously introduced to the same business by another agent.
- I/We acknowledge and agree that the obligations listed above (including but not limited to the obligations of confidentiality) are:
  - given in consideration for the provision of materials relevant to the assessment of the target business and a potential transaction; and
  - for benefit of, and are enforceable by, both the Agent and, upon acceptance by or on behalf of the relevant Seller, the relevant Seller.
- I/We agree that the Seller's acceptance of the obligations owed to it will be deemed as given on the provision to me/us of materials relating to the target business and that the Seller shall be entitled to any remedies and relief available at law as against the Prospective Buyer(s) in the event of a breach of this agreement.

I/We agree to be included on the Agent's Client/Customer database ☑ Yes ☐ No

I/We acknowledge that I/we agree to the above conditions and agree to be bound by them.

SIGNATURES:

AGENT

Signature: _____

For and on behalf of: _____ Date: _____

PROSPECTIVE BUYER(S)

Signature*: _____

For and on behalf of: _____ Date: _____

IMPORTANT

* The individual(s) signing this agreement for and on behalf of the Prospective Buyer(s) each confirm and warrant that:
- they have the requisite and unconditional authority to enter into this agreement for and on behalf of the Prospective Buyer(s); and
- they do not have any notice of that authority being withdrawn.

In the event that Prospective Buyer(s) asserts that the individual signing this agreement did not have the requisite authority to bind the Prospective Buyer(s) to this agreement, then each individual signing this agreement (on a joint and several basis if more than one):

(a) irrevocably and unconditionally guarantees to the Agent and the Seller the due and punctual performance of all present and future obligations (including the payment of all present and future liabilities) expressed to apply to the Prospective Buyer(s) under this agreement and must on demand by either the Agent or Seller perform such obligations or pay such liabilities in the manner specified in this agreement; and

(b) as a separate and independent obligation from that contained in sub-clause (a) above, must indemnify the Agent or Seller (as relevant) on demand and pay the amount of any loss, liability, cost or expense of any nature suffered or incurred by the Agent or Seller (as relevant), arising out of or in connection with any failure of the Prospective Buyer(s) to perform any obligation or pay any liability expressed to apply to it under this agreement.

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