



### CONFIDENTIALITY DEED

Business advertised: \_\_\_\_\_ (the **Business**)

First name: \_\_\_\_\_ Surname: \_\_\_\_\_ (the **Recipient**)

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone:            W: \_\_\_\_\_            H: \_\_\_\_\_            M: \_\_\_\_\_

This deed of confidentiality undertaking is made pursuant to a potential purchase by the Recipient of the Business (the Transaction) and is given by the Recipient for the benefit of Vic Brokers of 1147 Glen Huntly Rd, Glen Huntly VIC 3163 its officers and employees (the Broker) and the vendor of the Business.

1. In consideration of the Vendor and/or the Broker providing to the Recipient a business profile, financials and any other information relating to the Business and all notes and copies of it made by the Recipient (the Confidential Information), the Recipient acknowledges that:
  - It will keep the Confidential Information confidential (except as required by law) and will not disclose or otherwise use the Confidential Information to disadvantage the vendor of the Business or to gain an advantage over the Broker or the vendor of the Business;
  - It will use the Confidential Information solely to determine whether the Recipient wishes to enter into the Transaction;
  - It will not disclose or allow access to the Confidential Information to any person other than to professional advisors, directors or employees (the Additional Recipients) of the Recipient solely on a 'need to know' basis for the purpose of obtaining advice and/or recommendations in respect of the Transaction provided that all Additional Recipients agree in writing to be bound by this Confidentiality Agreement and undertake to maintain strict security over the Confidential Information according to the terms of this document;
  - It will take all necessary precautions to prevent unauthorized persons from gaining access to, or copying Confidential Information;
  - It will not disclose to any person (other than those permitted under this document) that discussions have been held in relation to the Recipient's potential purchase of the Business;
  - This deed does not create or transfer any interest in the Confidential Information or any right in any intellectual property, and
  - It will upon request by the Broker or the vendor of the Business, deliver on demand all Confidential Information which is in the possession or under the power or control of the Recipient.
  
2. The Recipient agrees to indemnify and keep indemnified the Broker and the vendor of the Business, and hold each of them harmless against all claims, proceeding, costs, expenses, loss or damage (including legal costs on a solicitor and own client basis) that they may sustain or incur as a result of or in connection with, whether directly or indirectly, any breach of this Confidentiality Agreement by the Recipient.
  
3. The Confidential Information is provided by the Broker under the instructions of the Vendor and has been prepared from information supplied by the Vendor and/or their advisors without detailed examination by the Broker. The Broker makes no express or implied warranties or representations in relation to the accuracy of the Confidential Information whatsoever and the Recipient agrees to conduct his/her own inquiries and investigations into the Confidential Information and the viability of the Business.

Executed as a deed.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_