



**ZIRCOM**  
Business  
Brokers

THIS AGREEMENT IS MADE ON THE

DAY OF

20

**BETWEEN:**

**Zircom in its own capacity and as agent for the Vendor  
and  
The Confidant**

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In the construction of this Agreement, unless the contrary intention appears:

**“Agreement”** means this Agreement, and any document that varies or supplements it;

**“Business”** means the business of the Vendor, to which the Enquiry relates;

**“Confidant”** means the party that submitted the Enquiry, being a potential buyer of the Business, and includes its agents, employees, directors, related entities, spouse, assigns and executors;

**“Confidential Information”** means any Information obtained by the Confidant or provided to the Confidant prior to or from the date of this Agreement in the course of their consideration of the purchase of the Business, including but not limited to any Information concerning the employees, service providers and / or clients of the Business, services and the operation of the Business including trade secrets, know how, processes, ideas, scientific and technical data, intellectual property, design information, projected trading figures, financial accounts, any information memorandum, business and marketing plans, projections, arrangements and agreements with third parties, customer information and customer lists (including contact details), and supplier information and supplier lists and includes any other information provided to the Confidant and also includes the intellectual property and other proprietary rights of Zircom in the content, style and form of the provision of the Confidential Information to the Confidant on behalf of the Vendor;

**“Enquiry”** means the website enquiry or other enquiry submitted by the Confidant to Zircom, pertaining to the Confidant’s interest in purchasing the Business;

**“Information”** means all files, documents, data and any other information of any nature relating to the Vendor, and the Business given by the Vendor or any of their employees, advisers or associates orally, in writing or otherwise or obtained by observation during any visits to the Vendor’s premises or location but does not include any information already known or available to the Confidant in the course of conducting its business and businesses of related entities to the Confidant;

**“Purpose”** means the purpose for which the Confidential Information is provided by Zircom (as agent for the Vendor) to the Confidant, being for the Confidant to review Confidential Information pertaining to the Business with the intention the Confidant use the Confidential Information to determine whether it may wish to purchase the Business from the Vendor and on what terms;

**“Vendor”** means the seller of the Business and the owner of the Confidential Information;

**“Zircom”** means Zircom Business Marketing Pty Ltd and its directors and assigns in its own capacity and in its capacity as the Vendor’s listing agent for the sale of the Business.

## **1.2 General**

In this Agreement, unless the context otherwise requires:

- (a) a reference to any thing includes a part of that thing;
- (b) words importing the singular include the plural and vice versa; and
- (c) the word “person” means a natural person and any association, body or entity whether incorporated or not.

## **2. ACKNOWLEDGMENTS**

- 2.1 The Confidant agrees that the Confidential Information is provided to it on the terms of this Agreement and that it will not use or disclose the Confidential Information except as provided for in this Agreement.
- 2.2 In consideration for the Vendor disclosing to the Confidant the Confidential Information, the Confidant has agreed to keep such Confidential Information confidential and to maintain such confidence on the terms as set out below.
- 2.3 The parties agree and acknowledge the Confidential information provided is valuable consideration on the part of the Vendor and Zircom and the undertaking of the Confidant in accordance with this Agreement is valuable consideration on behalf of the Confidant.
- 2.4 The Information to be provided to the Confidant in accordance with this Agreement will be limited information and may be redacted as Zircom sees fit.
- 2.5 Zircom provides the Confidential Information for and on behalf of the Vendor as its agent and Zircom makes no representations as to the accurateness or completeness of the Information provided to the Confidant.
- 2.6 The Confidant represents and warrants they have the full authority to enter into this Agreement and such representation acts as an inducement for Zircom to enter into this Agreement.
- 2.7 The Confidant agrees and acknowledges it must not contact any staff, suppliers, customers of the Business, nor the Vendor, any lessor or managing agents or other persons or entities associated with the Business at any time, without the express authority of Zircom which may be absolutely withheld. The Confidant also agrees and acknowledges it will not visit or approach the Business premises unless otherwise agreed.
- 2.8 The laws of Western Australia shall apply to this Agreement and the courts in Western Australia shall have exclusive jurisdiction relating to this Agreement and any disputes regarding the same.

## **3. CONFIDENTIALITY**

- 3.1 The Confidant acknowledges that the Confidential Information is secret and confidential to the Vendor.
- 3.2 The Confidant must not directly or indirectly, without the prior written consent of the Vendor, use, disclose, publish or permit the use, disclosure or publication of the Confidential Information to or by any person, other than in accordance with this Agreement.

#### **4. PERMITTED USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

- (a) The Confidant may only use and store the Confidential Information whilst considering its purchase of the Business, with all Confidential Information to be destroyed should the Confidant not purchase the Business as anticipated. Subject to the successful settlement of the Confidant's purchase of the Business, all Confidential Information relevant to the Business shall vest in the Confidant and all covenants and obligations of the Confidant under this Agreement shall cease.
- (b) The Confidant must only share the Information with its employees, directors, agents and advisors on a need-to-know basis, ensuring the strictest confidence is kept at all times and the Confidant must take all best steps necessary to protect the Confidential Information.
- (c) The Confidant will be liable for any unauthorised disclosures of the Confidential Information, howsoever caused.

#### **5. OPERATION OF THIS AGREEMENT**

5.1 The obligation of confidentiality under this Agreement continues without limitation but does not apply to any part of the Confidential Information that:

- (a) subject to clause 5.2, the Confidant is required to disclose by any applicable law or legally binding order of any court, government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity acting within its powers;
- (b) was provided to the Confidant (without restriction as to its use or disclosure by the Confidant) by a third party whom the Confidant reasonably believes is legally entitled to possess the Confidential Information and provided to the Confidant; or
- (c) is in the public domain other than as a result of a breach of this Agreement by the Confidant; or
- (d) is authorised under any contract to purchase the Business or necessary to pursue any legal remedy for the Companies breach of its obligations under such contract or at law.

5.2 If the Confidant must make a disclosure as described in clause 5.1(a), it must disclose only the minimum Confidential Information required to comply with the applicable law or order and it must advise the Vendor in writing before disclosure takes place of the nature of and reasons for the disclosure.

5.3 The Confidant may release any Confidential Information as required to the Confidant's legal and financial advisors, so far as is reasonably necessary and relating to the Purpose and ensure the Confidential Information is not disclosed by those advisors, unless in accordance with clause 5.1 of this Agreement.

#### **6. REMEDY FOR DISCLOSURE**

The Confidant acknowledges that damages may be inadequate compensation for breach of this Agreement and, subject to the Court's discretion, the Vendor may restrain, by an injunction or similar remedy, any conduct or threatened conduct which will be a breach of this Agreement and is entitled to an equitable accounting of all profits or benefits arising out of such breach.

## **7. CONFIDANT'S COVENANTS**

The Confidant must:

- (a) use its best efforts to keep the Confidential Information secure and, so far as reasonably possible, protect the Confidential Information from unauthorised use, disclosure, access and damage or destruction;
- (b) not, without the prior written consent of the Vendor, photocopy, reproduce, record or permit the photocopying, reproduction or recording in any form of the Confidential Information, or any part of a document or other records which contains, is based on or utilises the Confidential Information, other than for the purpose of evaluating the purchase of the Business, any of the matters listed in clause 5.1, or obtaining advice as referred to in clause 5.3;
- (c) not use the Confidential Information to initiate or hold discussions with the Vendor's customers, employees, or with any person with whom the Vendor has entered into contractual arrangements.

## **8. FURTHER DEED**

Should the Confidant wish to continue negotiations with the Vendor after the review of the Information provided pursuant to this Agreement, the Vendor or Zircom may require a deed to be prepared and signed by the parties before further Information is provided regarding particulars of the Business.

## **9. OWNERSHIP OF CONFIDENTIAL INFORMATION**

The Confidant acknowledges that this Agreement does not convey any interest of a proprietary or any other nature in the Confidential Information to the Confidant or to any other person to whom the Confidant may be entitled to disclose the Confidential Information under this Agreement.

## **10. DISCLAIMER**

- 10.1 The Confidant agrees to make independent enquiries and investigations and will not act without having checked the accuracy of all facts and any estimations and assumptions that may be contained in the Confidential Information.
- 10.2 The Confidant understands that any projections, facts and representations are not a warranty or promise by Zircom or its representatives. Neither Zircom, nor any of its representatives are able to give any warranty, as to the correctness of the information, or that all relevant information is contained in the Confidential Information.
- 10.3 The purchase price of the Business shall be determined by the Confidant and subject to their independent advice from their advisors.
- 10.4 Zircom recommends the Confidant undertake their own independent enquiries and investigations in consultation with recognised and qualified accounting, tax and legal specialists to satisfy themselves as to the likelihood of achieving the results indicated by all Information and as to the accuracy of the Confidential Information.

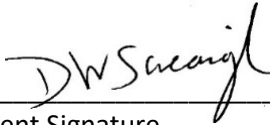
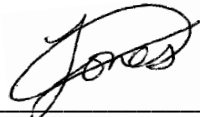


**BUSINESS:**

LKN Accounting Group Pty Ltd. (In Liquidation)

QTR Accountants Pty. Ltd. (In Liquidation),

Formerly T/A "Quick Tax", "taxreturn.com.au" &amp; onlinetaxreturn.com.au"

**SIGNED** for and on behalf of **ZIRCOM BUSINESS MARKETING PTY LTD (ACN 053 490 878)** by its agent and in its own capacity and as agent for the Vendor:

  
Agent Signature  
Agent SignatureDAVID SCREAIGH  
Full NameCATHERINE JONES  
Full Name**Signed by the Confidant:**  
\_\_\_\_\_  
Confidant SignatureFull Name: \_\_\_\_\_  


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

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

Company Name (if applicable): \_\_\_\_\_