



CONFIDENTIALITY AGREEMENT

LICENCE No – 312 1942

PJ Doyle Real Estate

2456 Gold Coast H'way

Mermaid Beach 4218

Ph 5572 4022 Fax – 5572 4544

Email –info@mbfirstnational.com.au

Agreement

Acknowledgement

PJ Doyle Real Estate is an agent to the Provider. It and or its personnel are not Investment or Financial advisors. PJ Doyle Real Estate does not investigate or make any professional or other judgment about the material supplied by the Provider/Seller.

Signatures of Recipients:		
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Agent: Andy Doyle 0432 061 623 Pat Doyle 0439 347722 Please complete, sign and return by fax to **(07) 5572 4544**

Purpose:

To assess and inspect the business(es) listed below for the sole purpose of purchasing the business.

Name of Recipients / Buyers:		Date:
Address:		Email:
Telephone:	Fax:	Mobile:

Business Details Provided:

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In Consideration of the Provider disclosing Confidential Information to the Recipient, each of the Parties agree to comply with the attached terms and conditions. The Recipient agrees to keep the information confidential and use it only for the Purpose described in the Schedule.

It is the Recipient's responsibility to verify and confirm all information provided, and agrees not to hold PJ Doyle Real Estate and or its salespersons and authorised personnel responsible for its accuracy, liability, or any loss suffered in relation to the provision of the information. All inspections of the business will be by appointment only, organised through PJ Doyle Real Estate.

The Recipient agrees not to attempt to inspect the business or the premises upon which the business is carried on or contact the Provider/Seller directly other than through PJ Doyle Real Estate. If the Recipient does not proceed to purchase the business(es) they agree to respect and safeguard the privacy of the Provider / Seller by either returning to PJ Doyle Real Estate the Confidential Information and any related material or destroying it.

TERMS AND CONDITIONS OF CONFIDENTIALITY AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"Confidential Information" means all information disclosed by the Provider (or an agent, representative or advisor of the Provider) to the Recipient, whether before or after the date of this Agreement, relating to:

- (a) the Provider's business or operations;
 - (b) the Purpose;
 - (c) the Provider's customers or suppliers and the names of those entities;
 - (d) the Provider's products and services;
 - (e) any of the Provider's business plans or strategies; or
 - (f) the development, marketing or promotion of any of the Provider's products or services;
- whether disclosed verbally, in writing, in electronic form or by any other means and includes information disclosed by or concerning a Related Body Corporate of the Provider and further includes this Agreement and the parties to this Agreement;

"Provider" means the Party or Parties who provide the Confidential information (or an agent, representative or advisor of the Provider);

"Purpose" means the purpose described in the Schedule;

"Recipient" means the Party or Parties who receive the Confidential information;

"Related Body Corporate" means a related body corporate as defined in the Corporations Law;

"Schedule" means any Schedule attached to these terms and conditions;

"Use" means use, copy or produce or disclose to any person (directly or indirectly) at any time.

1.2 Interpretation

In this Agreement unless the context requires otherwise: the headings are used for convenience only and do not affect the interpretation of the Agreement; the word "person" includes a natural person and any body or entity whether incorporated or not; the singular includes the plural and the word "including" will be deemed to mean "including without limitation".

2. MAINTENANCE OF CONFIDENTIALITY BY RECIPIENT

2.2 Acknowledgment of Confidentiality

The Recipient acknowledges that:

- (a) the Confidential Information is secret and confidential to the Provider;
- (b) any unauthorised Use of all or any part of the Provider's Confidential Information by the Recipient may cause loss, damage or expense to the Provider;
- (c) this Agreement applies to the Parties on a worldwide basis; and
- (d) this Agreement also applies to Confidential Information disclosed prior to the date of this Agreement.

2.2 2.3 Confidentiality Obligation

The Recipient must keep the Provider's Confidential Information secret and confidential.

2.4 Uncertainty

If there is any uncertainty as to whether:

- (a) any information is Confidential Information; or
- (b) any Confidential Information is freely available to the public,

the information will be deemed to be Confidential Information and deemed not to be generally available to the public unless the Provider advises the Recipient in writing to the contrary.

3. RECIPIENT'S RIGHT TO USE CONFIDENTIAL INFORMATION

3.1 Recipient's Right to Use

The Recipient may only Use the Provider's Confidential Information for the Purpose and must not Use it for any other purpose.

3.2 Recipient's Right to Disclose

The Recipient may only disclose the Provider's Confidential Information:

- (a) to related or associated persons or bodies corporate and those of its/his and their officers, employees, financiers and professional advisers who:
 - (i) have a specific need to have access to the Confidential Information for the Purpose;
 - (ii) have been notified in writing of the terms on which the Provider made its Confidential Information available to the Recipient and have been directed to comply with those terms; and
 - (iii) have agreed to comply with the terms of this Agreement.
- (b) if it required to do so by law, the Recipient must disclose only that part of the Confidential Information as is necessary in order to satisfy such as requirement.

3.3 Recipient Must Ensure Compliance

The Recipient must, at its own expense:

- (a) notify the Provider of all related or associated persons or bodies corporate to whom the Confidential Information is provided;
- (b) ensure that each person to whom the Confidential Information is disclosed pursuant to Clause 3.2(a) complies with this Agreement ;
- (b) immediately notify the Provider of any actual or suspected breach of the terms of this Agreement by any of the persons to whom Confidential Information is disclosed pursuant to Clause 3.2(a); and
- (c) immediately take all reasonable steps to avoid or stop a breach of this Agreement, and comply with any reasonable directions issued by the Provider regarding a suspected or actual breach.

3.4 Security Procedures

The Recipient must:

- (a) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised Use; and
- (b) immediately notify the Provider of any actual or suspected unauthorised Use of the Provider's Confidential Information.

4. CONFIDENTIAL INFORMATION WHICH CEASES TO BE CONFIDENTIAL

This Agreement does not apply to any Confidential Information which:

- (a) is or becomes freely available to the public unless as a result of a breach of this Agreement;
- (b) is disclosed without restriction to the Recipient by a third person, whom the Recipient knows has a legal entitlement to possess and disclose the Confidential Information; or
- (c) the Recipient proves it knew before the Provider disclosed the Confidential Information to the Recipient.

5. RETURN OF CONFIDENTIAL INFORMATION

5.1 Right to Demand Return

The Provider may request the Recipient to return or destroy the Confidential Information at any time without giving reasons.

5.2 Recipient Must Comply

The Recipient must immediately comply with any request under Clause 5.1. The Recipient must certify in writing to the Provider that it has fully complied with the request.

5.3 Return or Destruction of Copies

The Recipient's obligations under this Clause extend to all copies, summaries, notes or reproductions of the Confidential Information which are in its possession or control or in the possession or control of any person to whom disclosure has been made under Clause 3.2(a).

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

6.1 Acknowledgment of Ownership

The Recipient acknowledges and agrees that:

- (a) this Agreement does not give the Recipient any right, title, licence or interest in the Provider's Confidential Information;
- (b) all right, title and interest in any copies, summaries or notes (including those prepared by a party other than the Provider) or reproductions of the Provider's Confidential Information created by the Recipient or by any of the persons to whom the Confidential Information is disclosed pursuant to Clause 3.2(a) vest exclusively in the Provider on and from the date of their creation; and
- (c) this Agreement does not assign to the Recipient any intellectual property rights, and the Recipient agrees not to claim that it has any intellectual property rights, in or arising from the Confidential Information or in connection with the Purpose.

7. EXCLUSION OF WARRANTIES

7.1 No Warranty as to Accuracy or Completeness

The Provider does not represent or warrant that the Confidential Information is complete or accurate.

8. LIABILITY

8.1 Recipient's Liability

The Recipient, in addition to all the Provider's other legal rights, is liable for and indemnifies the Provider against all loss, damage or expense (including legal costs on a solicitor/client basis) suffered or incurred by the Provider which arises from any breach of this Agreement by the Recipient or which arises from any unauthorised Use of the Provider's Confidential Information by a person to whom the Confidential Information is disclosed pursuant to Clause 3.2(a).

8.2 Acknowledgment of Recipient

The Recipient acknowledges that a breach of this Agreement may cause the Provider to suffer loss, damage or expense for which damages may not be adequate compensation and difficult to ascertain. Accordingly each Recipient agrees that the Provider is entitled to immediately seek to restrain, by injunction or any similar remedy, any conduct, actual or threatened, which is in breach of this Agreement.

9. GENERAL

9.1 This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.

9.2 A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A waiver of a breach does not operate as a waiver of any other breach.

9.3 This Agreement cannot be amended or varied except in writing signed by the parties.

9.4 If this Agreement consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

9.5 Any notice or other communication to or by a party to this Agreement:

- (a) may be given by personal service, post or facsimile;
- (b) must be in writing, legible and in English addressed as shown at the commencement;
- (c) or to any other address last notified by the party to the sender by notice given in accordance with this clause.

9.6 This Agreement, and any rights or obligations hereunder, shall not be assigned or otherwise transferred by either party without the prior written approval of the other (which may be withheld in the others absolute discretion).

9.7 This Agreement is governed by and must be construed in accordance with the laws of the States of Queensland and New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of that States and the Commonwealth of Australia in respect of all matters or things arising out of this Agreement.

Initial _____