

Confidentiality Agreement

Unless this agreement is **completed in full**, we are unable to release information on any business. The information provided by you will be used for the purpose of qualifying you as a prospective buyer. Please complete all fields and return the form to either:

Fax 03 8677 2578
 Email brian@tridentbusiness.com.au
 Mailing Address Level 2, 420 Collins Street, Melbourne VIC 3000

Contact Details:

Name:	Phone:
Email Address:	
Company Name:	Fax:
Mailing Address:	Mobile:
Email Alerts: Yes I want to receive auto email alerts for new advertised listings.	
Source: Where did you see this business advertised?	

Specific Business Enquiry (name and reference number)

Business:

Conflict Of Interest:

You may have a conflict of interest if you are enquiring about a business to purchase, and are involved in or associated with a related area or industry of the said business. Therefore, whilst it will not preclude you from receiving detailed information about the business, it would be unethical not to disclose to us any potential conflict. If you are unsure, please contact the agency to discuss.		
Please Circle		
No I do not have a Conflict of Interest.		
Yes I may have a Conflict of Interest. Please supply details below.		
Employment Status:	Employee.	Employer's name:
Business Owner.	Business Name:	
Other Details:		
Other Conflict:		

Finance:

When will you be ready to purchase?	Now ()	Later () Please Specify
How will you fund your purchase?	Cash ()	Borrowings ()

Confidentiality Terms and Conditions: I agree that the INFORMATION and any other material made available to me by **TRIDENT Business and Corporate Sales**, or the Vendor, or the Vendor's Accountants or Solicitors, or obtained through meeting with any of those parties, will remain strictly confidential. To maintain such confidentiality and in return for the material being made available to me I agree: The Confidential Material and Information is subject to a duty of confidence and I will only use the Confidential Information for the purpose of investigating the business.

- To not use the Confidential Information for any other purpose including competing against the Vendor or acting on behalf of any person competing against the Vendor in relation to the business. The material will be distributed on a "Need to Know" basis only to Directors, Senior

Executors and Advisors of our Company/Organisation and that such Directors, Executives and Advisors will all be bound to the terms of this agreement. If the recipient is a proprietary company or body corporate, the signatory and all the directors and shareholders of the recipient shall be bound by this confidentiality agreement and will be personally liable to the vendor and **TRIDENT Business and Corporate Sales** for its breach.

2. To keep a list of all persons to whom any Confidential Information is disclosed and will provide a copy to **TRIDENT Business and Corporate Sales** if required.
3. Any copies made of the material will be for the purpose of internal communication only and that a system will be instituted to facilitate the return of all such copies.
4. To undertake to return all materials to **TRIDENT Business and Corporate Sales** and to return or destroy all copies.
5. That the information contained in these materials is of value and any unauthorised disclosure particularly that the Business has been offered for sale, may result in substantial loss and damage to the Vendor.
6. That **TRIDENT Business and Corporate Sales** is the introducing Agent
7. That all inspections for the business are to be arranged by appointment only through **TRIDENT Business and Corporate Sales**.
8. To not contact the Vendor or their nominees without the express approval of **TRIDENT Business and Corporate Sales**, and to not discuss any interest in the business or the premises offered for sale by the vendor with the vendor's landlord, suppliers, customers, employees or with any parties whatsoever.
9. To not negotiate directly with the Vendor or their nominees without the express approval from **TRIDENT Business and Corporate Sales**.
10. To indemnify **TRIDENT Business and Corporate Sales (including its officers, employees, contractors or representatives)** and the Vendor of the Business, and hold each of them harmless against any claims, proceedings, costs, expenses, loss or damage (including legal costs) 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.
11. In the event I/We eventually purchase the said business, whether as an individual, company or a partnership privately, through another agent or any other source, I/We undertake to compensate **TRIDENT Business and Corporate Sales** for any damages and loss of commission.

I acknowledge **TRIDENT Business and Corporate Sales** as agents of the Vendor have not conducted any detailed examination of the Vendor's financial records nor other relevant documentation and are therefore unable to give any warranties relating to the subject business. I will not rely on any representations made by any person on behalf of **TRIDENT Business and Corporate Sales**, and I and/or my nominees will conduct such inspection of the said business and premises and the fixtures, fittings, plant and equipment, trade utensils, implements, stock, licenses, permits, leases, contracts and records of financial transactions as I shall require to satisfy myself prior to Purchase. I acknowledge that all INFORMATION to be provided to us is from the Vendor. I acknowledge **TRIDENT Business and Corporate Sales** have not verified whether the information is accurate and do not have any belief one way or the other in its accuracy. **TRIDENT Business and Corporate Sales** does not accept any responsibility to any person for its accuracy and do no more than facilitate communications and interactions between all parties. As an interested party I will make and rely on my own inquiries in order to determine whether or not this information is in fact accurate. I acknowledge and confirm that **TRIDENT Business and Corporate Sales** recommends that I need to seek my own External Professional Advice in relation to (but not limited to) Accounting, Legal, Financial & Business Matters in relation to considering this Purchase Opportunity.

Executed as a Deed:

Name:	Company:
Address:	
Email Address:	Mobile
Signed by the recipient _____	Date: _____