

## CONFIDENTIALITY AGREEMENT

BUSINESS INFORMATION SUPPLIED TO:

NAME: \_\_\_\_\_ (Recipient)

ADDRESS: \_\_\_\_\_

Phone No: \_\_\_\_\_ Mobile: \_\_\_\_\_

e-mail: \_\_\_\_\_

CONCERNING THE BUSINESS LISTED AS:

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**Please note:**

When a prospective buyer requests information about a company we **must** first contact the vendor for authorisation to release further details to you.

Please read and sign this agreement and fax back to the following number:

**02 8221 9771**

# CONFIDENTIALITY AGREEMENT

and

## ACKNOWLEDGEMENT THAT GNI BEARS NO LIABILITY FOR INFORMATION PROVIDED

TO: **GNI CORPORATE SERVICES PTY LTD and its authorised Associates, and its and their respective employees and agents ("GNI")**  
AND : **ANY PRINCIPAL ("Principal") on whose behalf GNI discloses confidential information to the Recipient whose name is set out below.**

### WHEREAS:

- A. GNI has been appointed by various Vendors as the agent of those Vendors to offer for sale various businesses.
- B. The Recipient has requested GNI to provide on behalf of each relevant Principal information relating to a business of the Principal for the purpose of the Recipient determining whether it wishes to purchase the business ("the Prospective Purchase").
- C. Information which may be provided to the Recipient in relation to any such business may include confidential information.
- D. Information (whether confidential or otherwise) which may be provided to the Recipient by GNI in relation to any business has been provided to GNI by the relevant Principal and GNI disclaims all liability in relation to the accuracy or completeness of such information.
- E. The Recipient must not contact the Principal or its employees, advisers, customers or suppliers without the prior approval of GNI.

**NOW**, in consideration of the agreement of GNI and the Principal to disclose information, **THE RECIPIENT AGREES** as follows-

### 1. **Definitions** In this Agreement-

"**confidential information**" means all information or documents (in whatever form) provided by GNI and any Principal to the Recipient in relation to any business owned or operated by any Principal which information is not in the public domain.  
"**document**" includes, but is not limited to, any document, computer program, computer file or diskette, drawing, specification, material, record and any other means by which the information may be stored or reproduced and a reference to any document includes a part of that document.

### 2. **Confidentiality** The Recipient –

- (a) **acknowledges** that the Confidential information is secret and confidential to the Principal;
- (b) **must keep** the confidential information secure and protect the confidential information from unauthorised use, disclosure, access and damage or destruction;
- (c) **must do anything reasonably required** by GNI or the Principal to maintain the confidentiality of the confidential information;
- (d) **must not**, without the consent of GNI or the Principal, **reproduce** or permit the reproduction in any form of any part of a document which contains, is based on, or utilises the confidential information, other than for the purpose of the Prospective Purchase;
- (e) **must not** directly or indirectly, without the prior written consent of the Principal or GNI, **use, disclose or publish** or permit the disclosure or publication of the confidential information to any person, other than –
  - i. pursuant to 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 or the rules of any stock exchange; or
  - ii. to its financial and/or legal advisers for the purpose only of obtaining professional advice with respect to the Prospective Purchase; provided that in relation to paragraphs (i) and (ii) it may disclose only the minimum confidential information required to comply with the applicable law or order or to obtain the professional advice, as the case may be;
- (f) **must return** to GNI, immediately upon determining not to proceed with the Prospective Purchase and in any event on demand, all Documents provided by GNI or the Principal to the Recipient which contain any confidential information;
- (g) **shall be liable** to the Principal or GNI (as the case may be) in respect of any claim, action, damage, loss, liability, cost, expense or payment which the Principal or GNI suffers or incurs or is liable as a result of any breach of this Agreement by the Recipient or of any disclosure (not authorised under this agreement) by the Recipient or by any agent, employee or other person who has received (directly or indirectly) confidential information from the Recipient;
- (h) **acknowledges** that damages may be inadequate compensation for a breach of this Agreement by the Recipient and, subject to the Court's discretion, GNI and/or the Principal may restrain, by an **injunction or similar remedy**,

any conduct or threatened conduct on the part of the Recipient which is or will be a breach of its obligations under this Agreement;

- (i) **acknowledges** that this Agreement **does not convey any interest of a proprietary or any other nature** in the confidential information to the Recipient or to any other person to whom the Recipient is entitled to disclose the confidential information under this Agreement.

**3. Acknowledgement That GNI Bears No Liability For Information Provided**

**The Recipient acknowledges** that all information (whether confidential or otherwise) provided to the Recipient by GNI in relation to any business is provided to GNI by the relevant Principal and that **GNI bears no responsibility** for the accuracy or completeness of such information and further that GNI **disclaims** to the extent permitted by law all liability (including but not limited to liability for negligence) for any loss, damage, cost or expense incurred by any person using or relying on any such information and the Recipient agrees to hold GNI harmless in respect of any claims arising out of the use or reliance by any other person of such information provided (directly or indirectly) by the Recipient to such other person. The Recipient agrees that it **must rely on its own enquiries and due diligence** and obtain its own legal and financial advice for the purpose of determining the accuracy and completeness of all information provided to it by GNI and for the purpose of determining whether or not to purchase any business to which such information relates.

**4. No Contact Without Prior Approval**

**The Recipient agrees** that neither it nor anyone on its behalf may contact the Principal or its employees, advisers, customers or suppliers, other than in the normal course of the Recipient's business, without the prior approval of GNI.

**5. Governing Law and Jurisdiction** The interpretation and enforcement of this Agreement shall be governed by the laws of New South Wales and of the Commonwealth of Australia and the Recipient irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales in respect of any proceedings with respect to the interpretation or enforcement of this Agreement.

**6. Waivers and Variations** Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the party granting the waiver and any failure or delay in exercise, or partial exercise,

- (i) of a right arising from a breach of this Agreement; or
- (ii) of a right, power, authority, discretion or remedy created or arising upon default under this Agreement,

does not result in a waiver of that right, power, authority, discretion or remedy and any variation of any term of this Agreement must be in writing and signed by the parties.

**I the Recipient have received and read the terms and conditions of the Confidentiality Agreement and agree to be bound by its terms.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_