

# Confidentiality Agreement, Business Registration and Disclaimer

I/We, being the people named in the Schedule 1 set out below are prospective buyers of the business, which is described in Schedule 1. In consideration of Melbourne Business and Investment Corporation Pty Ltd (MBIC) and the seller providing to us a business profile, and other material and information relating to the business, and allowing us to inspect in the business we acknowledge and agree to the following:

## BUYER(S) TO ACT IN GOOD FAITH

### 1. Buyer(s) must act in good faith.

The prospective buyer(s) agree:

- a) that all inspections of the business(es) are to be arranged through MBIC Pty Ltd; and
- b) not to inspect the business and/or the premises where business is conducted without first obtaining approval from MBIC Pty Ltd; and
- c) not to contact the Seller directly, other than through MBIC Pty Ltd; and
- d) not to negotiate directly with the Seller and/or their agents, other than through MBIC Pty Ltd; and
- e) acknowledge that MBIC Pty Ltd and its agents have introduced them to the herein mentioned business.

### 2. Buyer(s) acknowledge the need for collateral agreements to be signed.

The following agreements to be signed:

- i. Confidentiality Agreement;
- ii. Commission Agreement for MBIC Pty Ltd;
- iii. Any other necessary agreements to ensure all parties will act in good faith.

### 3. Protection of Intellectual Property.

In order to protect the Seller's legal right to privacy, the prospective buyer(s) agree that the profile remains the property of MBIC Pty Ltd and that they agree to return the profile and all material provided by MBIC Pty Ltd if they do not purchase the business.

## Melbourne Business and Investment Corporation Pty Ltd – Disclaimer Statement

Parties should note that MBIC Pty Ltd and their agents are not Financial or Investment Advisers. MBIC Pty Ltd act as a representative of the Seller to convey information about their business(es)

### 1. Non-verification of information.

The following material is supplied by the seller and may include financial statements that have not been verified or audited including:

- Trading results and/or profit and loss reports;
- Projected trading estimations, cost and expenses, and related industry averages.

#### MBIC Pty Ltd cannot:

- i. Provide a warranty as to the trust and accuracy of the material provided; or
- ii. Undertake investigation on behalf of the prospective buyer(s); or
- iii. Make a judgment or provide advice about the information provided.

### 2. Buyer(s) are responsible for verification of information.

The prospective buyer(s) acknowledge that the material supplied herein is supplied by the Seller, and agree not to hold MBIC Pty Ltd or its authorized agents responsible for the accuracy of the information or for any loss suffered by the prospective buyer(s) as a result of reliance on the information contained herein. The prospective buyer(s) have sole responsibility for verifying the accuracy of the information by undertaking appropriate due diligence.

### 3. Confidentiality of information.

The prospective buyer(s) acknowledge that the information contained within including the business profile and all related material, and information gained during the course of inspection of the business, its assets and employees is valuable and confidential, and agree not to disclose this information other than to the prospective buyer(s)' accountants, lawyers, financial advisers and financial institutes who will be required to provide written agreement to keep all information confidential prior to its receipt. This requirement will not be waived unless the permission of the Seller has been obtained prior and in writing.

### 4. Seller(s) reserve legal rights for breach of confidentiality.

The prospective buyer(s) acknowledge that should the confidential information in regard to the seller and their business become known to the Seller's competitors and/or potential competitors or is used by the prospective buyer(s) to set up or operate or be employed in a similar business to the Seller, the Seller will suffer loss and hardship. The prospective buyer(s) acknowledges the Seller's right to take legal action to claim appropriate compensation and damages for their consequential loss.

## SCHEDULE 1.

Name of Prospective Buyer(s): \_\_\_\_\_ Date: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Name of Business(es): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Marketing Broker & Mobile: \_\_\_\_\_

### Business Requirements / Search

Business Category \_\_\_\_\_

Investment Available \$ \_\_\_\_\_ Expected Profit pa \$ \_\_\_\_\_

Past Experience \_\_\_\_\_

Comments \_\_\_\_\_

Please complete, sign and return by fax to 03 9886 9591

Melbourne Business & Investment Corporation Pty Ltd

40-42 High Street, Glen Iris VIC 3146 | T (03) 9813 8188 | F (03) 9886 9591 | E [info@mbic.com.au](mailto:info@mbic.com.au) | [www.mbic.com.au](http://www.mbic.com.au)

Officer In Effective Control | Carlo Ruscitti | Licensed Estate Agent | ABN 56 093 531 090

Property Investment & Business Sales Specialists

