

CONFIDENTIALITY DEED

THIS DEED is made on _____ Please date

BETWEEN: Elms Family Trust (The Seller)

AND: _____ (The Buyer)

BACKGROUND: Please fill

- A. The Seller is the owner of the business described in the Schedule
- B. The Seller is negotiating the possible sale of the Business to the Buyer with a view to entering into a contract ("the Contract") and during the period from the date of this deed to the date of settlement of the Contract, the Buyer will be given or may become acquainted with information confidential to the Seller which is more particularly described in the Schedule (the Confidential Information).
- C. The Buyer acknowledges the desire of the Seller that the Confidential Information should remain secret and agrees to be bound by the terms of this Deed.

AND THE PARTIES AGREE:

- 1. The Buyer agrees to maintain the confidence and secrecy of the Confidential Information and to prevent its disclosure or use by any other person or entity other than as authorised by this Deed.
- 2. Without limiting the generality of the preceding clause the confidentiality pertains to the Confidential Information together with all other financial information, assets and liabilities, statistics, methods of operation, clientele and employees of or in relation to the Business, including the fact that the Seller wishes to sell the Business.
- 3. The Buyer must not:
 - (a) use or disclose or authorise the use or disclosure of any of the Confidential Information, either written or oral, to any other person or company;
 - (b) photocopy or reproduce in any manner whatsoever, nor permit the photocopying or reproduction in any manner whatsoever of the Confidential Information;
 - (c) use or authorise the use of any of the Confidential information either written or oral to the commercial advantage of the Buyer or the commercial disadvantage of the Seller.
- 4. Should the negotiations be concluded without a contract being signed or should the Contract be terminated by either party, the Buyer will immediately return all documents referred to in this Deed to the Seller together with any photocopies or reproductions that may have been made by the Buyer. The operation of this Deed will continue after termination of the Contract.
- 5. The Buyer agrees that the Seller will be entitled to rely on this Deed to take such action as the Seller may deem appropriate which may include injunctive relief and/or the recovery of damages which may be suffered as a result of any breach of this Deed by the Buyer.
- 6. The laws of Queensland will govern this Deed and the parties submit to the jurisdiction of the Courts of that State.

.....
(Seller)

.....
(Buyer)

Pease sign

Executed as a Deed.

SIGNED SEALED and DELIVERED on)
behalf of the Seller in the presence of:)

.....
Witness

SIGNED SEALED and DELIVERED on)
behalf of the Buyer in the presence of:)

Pease have witness
sign

.....
Witness

SCHEDULE

The Business:

Proctor Wash, 2. Geordi St Rainbow Beach.

The Confidential Information:

All financial information and marketing information, client details, employee details, lease or property ownership details, details of all governmental approvals, consents, permits and licenses and any other technical data relating to the Business other than:

- (a) Information publicly known or which becomes publicly known after the date of this Agreement other than through breach or non-performance by the Buyer;
- (b) Information lawfully received by the Buyer from a third person not owing (directly or indirectly) any obligation of confidentiality to the Seller; or
- (c) Information known to the Buyer prior to its disclosure to the Buyer by the Seller.