

**POST TO:** PO BOX 2976, SOUTHPORT QLD 4215  
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## **ADVANCED BUSINESS MARKETING PTY LTD**

### **CONFIDENTIALITY AGREEMENT, BUSINESS REGISTRATION AND DISCLAIMER**

I/We being the people named in the Schedule set out below, acknowledge that we are prospective Buyers of the business described in the Schedule and in consideration of you and the Seller allowing us to inspect a business profile and other material relating to the business and/or the Seller's agreement and your arrangement on the Sellers behalf to allow us to inspect the business we acknowledge and agree as follows:

1. The business profile and material may include:
  - (a) Non verified and unaudited trading results and or profit and loss reports;
  - (b) Related industry averages and/or approximate costs/expenses, projected trading estimations
2. That the profile and its information are to used and accepted as a guide only. All information contained in it, is our responsibility to verify and confirm, and we agree not to hold Advanced Business Marketing Pty Ltd and or its salesperson and authorized personnel responsible for its accuracy, liability, or loss suffered by us in relation to the information contained in the profile.
3. The business profile and material and all things connected and related to this material are confidential and we agree not to disclose them to any other person except our legal, accounting, financial advisers and bankers but then only on the basis that they have to provide to us their agreement prior to receipt of the material to keep this information confidential unless the Sellers prior written consent is first had and obtained to disclosure of this material to that party.
4. We acknowledge, that as a result of perusing the business profile and material, and during the course of the inspection of the business we will become aware of information regarding the operation of the business and in particular the marketing of the business which is personal to the Seller and which has real financial value to the Seller. We acknowledge that should such information become known to the Sellers competitors or other parties interested in setting up a similar business in opposition to the Seller or used by ourselves in the operation of a similar business, that these actions could cause financial hardship to the Seller and therefore the Seller might seek compensation
5. All inspections of the business are to be by an appointment arranged/organized through Advanced Business Marketing Pty Ltd only, and we agree not to attempt to inspect the business or the premises upon which the business is carried on or contact the Seller direct other than through and with Advanced Business Marketing Pty Ltd.  
I/We have been introduced to the below mentioned business(s) by Advanced Business Marketing Pty Ltd and or its personnel, and that an introduction fee not exceeding 7.5% percent be negotiated at the time of entering into a contract for the purchase of the business will be applicable and paid only should this contract be executed.  
I/We understand that Advanced Business Marketing Pty Ltd and or its personnel are not Investment or Financial advisers. Its role in this matter is to simply relay information on the below mentioned business(s) as provided by the Sellers, furthermore I/We acknowledge that we agree to the above conditions.

### **SCHEDULE:**

**Name of Prospective Buyers:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Type of Business/es required:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Approximate Amount:** \_\_\_\_\_

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

**Please complete, sign and return by fax to: 07 55 915 434 (Gold Coast Office)**