

# CONFIDENTIALITY AGREEMENT



REMEMBER TO FILL IN THE REFERENCE NUMBER

Between BARKER BUSINESS BROKERAGE Limited MREINZ ("BBB")

(the Broker)

And

(Interested party)

The Parties above herein agree that in consideration of the sum of \$1.00 to be paid by the Interested Party to BBB that BBB will disclose and supply to it such records, documents, representations, and financial information [ "confidential information " ] that BBB may have in it's possession, may obtain, or may have prepared.

"For the purpose of this Agreement, "confidential information" shall mean:

All information disclosed by BBB relating to the business and financial affairs of Ref No.  Herein called "the Business") whether by way of records, documents, representations, financial information, and books of accounts, connected with the business affairs and financial details of the Business. Any information which the Interested Party acquires during negotiations in relation to any dealings, transactions or affairs of the Business."

### BBB and the Interested Party further agree that:

All confidential information shall at all times remain the sole property of BBB and the Interested Party will not contest or dispute ownership of the same and or dispute ownership of the same and

All confidential information and any notes and copies made there from by the Interested Party will be received and held in strict confidence by the Interested Party for the sole purposes of assessing the viability, financial details and business affairs of the Business and that the Interested Party has requested such confidential information as it has a possible intent to acquire by purchase that business.

Should for any reason the Interested Party not proceed with any offer to purchase the said business then the confidential information and any notes and copies made there from, and any other tangible information held by the Interested Party relating to the Business (other than written material, notes and data in existence at the date hereof and already acquired by the Interested Party) will forthwith be returned to BBB without any copies thereof having been kept by the Interested Party

The Interested Party will thereafter maintain the confidentiality of such confidential information and not use the same for any further purpose whatsoever.

The undertakings as to confidentiality contained herein shall bind not only the Interested Party but also its employees, agents, directors, advisers, associated and subsidiary companies (including employees, agents and directors thereof) and the Interested Party shall take all reasonable steps ensure that all such persons are aware of and are bound by and observe the conditions of this Agreement.

The Interested Party will take all reasonable steps to protect the confidential information at all times and to prevent any unauthorised acquisition or use's and shall indemnify and keep indemnified BBB, and it's salespersons and employees and the Business against all claims, losses or damages arising out of the unauthorised disclosure or use of confidential information or any parts thereof by the Interested Party or its employees, agents, directors, advisers, associated and subsidiary companies.

The Interested Party acknowledges that no failure on the part of BBB or the Business to enforce at any time any of the provisions of this Agreement shall be construed as a waiver of any such rights under this Agreement nor shall any such failure affect the validity of any of the provisions of this Agreement or otherwise prejudice BBB or the Business in any manner whatsoever.

The provisions of this Agreement shall not derogate from and shall be in addition to the obligations upon the Interested Party implied by the common or statute law relating to breach of confidential information.

This Agreement shall be governed by and construed in accordance with New Zealand Law and shall be subject to the non exclusive jurisdiction of the High Court of New Zealand to which the Interested Party expressly submits.

The obligations, covenants and undertakings contained in this Agreement shall continue in force without any limit in point of time notwithstanding that no purchase agreement is entered into by the Interested Party for the Business.

If the proposal is of interest, we acknowledge that the Real Estate firm: BBB is the introducing agent, and the Interested Party herein agrees that all offers to purchase the business, shares or property will only be conducted through BBB.

The Interested Party agrees and understands that all information supplied has been sourced from the Vendor and to the maximum extent permitted by law neither BBB nor its salespersons or employees are liable for the accuracy of such information and furthermore the Intending Purchaser is advised to make their own enquiries as to verifying the accuracy of such information and furthermore any intending Purchaser/s is advised to make their own enquiries as to verifying the accuracy and authenticity of any such financial or other pertinent information as supplied. Further BBB is merely passing over the information as supplied by the vendor or the vendor's agents. The information herein has been sighted and approved by the Vendor

The Interested Party consents to the receipt of marketing information from BBB. Should the interested party not wish to continue receiving this information they should notify BBB by fax or email

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

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

Phone: \_\_\_\_\_ Mob \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Signed (Barker Business Brokerage Ltd): \_\_\_\_\_ Date: \_\_\_\_\_

Return fax: **09 448 1287** Broker e.mail