

NON-DISCLOSURE AGREEMENT

(3 pages)

THIS AGREEMENT DATED: (insert date) ____ / ____ / ____

BETWEEN: Peter Frankl / Peter Frankl Pty Ltd, Suite 4, 240 New South Head Road, Edgecliff 2027 in the State of New South Wales (“the broker”).

AND: (insert name(s) _____) (prospective Purchaser(s) / interested party)

WHEREAS

1. The Vendor is a principal of a legal, conveyancing or migration practice, which operates the business, more particularly described hereto as (“the business”).
2. The Vendor has appointed the Broker as its broker and agent for the sale of the business.
3. The Prospective Purchaser is desirous of purchasing a business and has approached the Broker requesting the Broker to introduce him or her to the Business.
4. The Vendor is willing to permit the Broker to introduce the Purchaser to the Business and is agreeable to furnishing or permitting the Broker to furnish to the prospective purchaser information and data in relation to the Business but only upon the terms and subject to the covenants, provisos, terms and conditions set out below.

AGREEMENT

1. In this Agreement “information and data in relation to the Business” means any information data or material in any way forming part of, relating to or concerning the Business or any part thereof and without limiting the generality thereof includes all accounting and financial records, client and /or customer lists, supplier lists, trade secrets or other confidential information or secret processes or inventions or other intellectual property or operational procedural handbooks or manuals and in any way concerning the financial or other affairs of the vendor or any person, partnership, company or trust whether directly or indirectly to the vendor.
2. The prospective purchaser hereby covenants and agrees with the other parties that any information and data in relation to the Business disclosed divulged or furnished by the vendor or Broker to the Purchaser or his duly authorised agents (firstly approved of by the Vendor or Broker) shall not be used for any purpose whatsoever other than to enable and assist the Prospective Purchaser in assessing and determining whether or not he or she is prepared to purchase the business.
3. Subject to Clause 2 of this Agreement, the prospective Purchaser hereby covenants with the other parties and undertakes that he or she shall not

divulge, disclose or furnish to any third party or person whomsoever and he or she shall not use for any purpose whatsoever any information and data in relation to the Business disclosed, divulged or furnished to him (or his said duly authorised agents) either in writing or orally by the Vendor the Broker or any other person whomsoever any of such information and data or to such information and data for any purpose whatsoever except with the prior written consent of the vendor.

Clause 3 will always be subject to the prospective purchaser being able to make his own professional enquiries as to a reasonable purchase price with an accountant or business valuer or advisor.

4. The obligations and covenants under and on the part of the Prospective Purchaser contained in Clause 3 shall not extend to any information which is in the public domain or which hereafter becomes a part of the public domain except than as a result of any authorised act or omission on the part of the Prospective Purchaser or in respect of such information and data which information is or has not been obtained from the Vendor or the Broker whether directly or indirectly.
5. The Prospective Purchaser shall at the request (made either orally or in writing) of the Vendor or Broker forthwith return all information and data which is in his or her possession or control or the possession or control of his or her said duly authorised Agents and which is in a permanently recorded form including all copies made thereof.
6. If this Agreement is executed by a person ("Agent") for and on behalf of the Prospective Purchaser in any capacity whatsoever then the Agent thereby warrants to the other parties:-
 - i. that the Agent is duly authorised by the Prospective Purchaser to execute this Agreement on the Prospective Purchaser's behalf;
 - ii. that the Prospective Purchaser was prior to the Agent's execution hereof aware of all the provisions of this Agreement;
 - iii. that the Prospective Purchaser expressly agrees to be bound by the provisions of this Agreement as if the Prospective Purchaser him or herself has executed; and
 - iv. that the Agent prior to his or her execution of this Agreement has carefully read this Agreement and was fully aware of its provisions and its legal effect and the Agent hereby acknowledges that he is aware that the other parties have executed this Agreement relying on the warranties contained in this Clause.
7. This Agreement shall be binding upon and the covenants and the undertakings contained herein shall run to and may be enforced by or against the heirs, executors, administrators and assigns of the parties hereto and where any party hereto shall consist of two (2) or more persons such covenants and undertaking shall bind and be for the benefit and enjoyments of all of them jointly and each or them severally.

8. In this Agreement the singular includes the plural and vice versa, and each gender includes each other gender and references to persons includes companies and corporation and other such entities.
9. The failure of any party to require the performance or observance of any covenant undertaking or term of condition of this Agreement shall not prevent a subsequent enforcement of such covenant undertaking or term of condition nor shall it prevent the party making the waiver from subsequent acting upon any subsequent breach or default or from enforcing all the provisions of this Agreement.
10. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and by its own force terminates all prior arrangements between the parties whether oral or written to relating to the same subject matter.
11. Any professional advisor, accountant or business valuer retained by the prospective purchaser shall also be bound by this agreement.
13. This agreement applies to all Businesses that the broker presents to the prospective purchaser in the future.

Name of the signatory (Insert name) _____

Signature _____ Dated ___ / ___ / _____

Signed by Peter Frankl *Peter Frankl*

Please return by:

Email: peter@frankl.name or Fax: 02 8580 4609