



Carson Business Logistics Pty Ltd
Suite 4 , Level 2
589 The Kingsway
Miranda NSW 2228
Phone : 1300 600 768
Fax : (02) 9531 2488

Email : enquiries@carsonbusiness.com.au
Web : www.carsonbusiness.com.au
ABN 58 211 644 337

CONFIDENTIALITY AGREEMENT

(Please complete all items at the bottom of this page , sign and then either scan/email to scottc@carsonbusiness.com.au or fax to (02) 9531 2488)

Carson Business Logistics Pty Ltd ("Carson BL") provides brokerage and/or consulting services to its client the "Vendor" , who has expressed a desire to consider entering into a contract with a suitable party for the purpose of selling part or all of their business , subject to the negotiation of later specified terms and conditions.

You and/or your company (the Prospective Purchaser - "PP") have expressed interest to Carson BL about obtaining information about the Vendor's business , with a view to assessing the possibility of entering into some form of contract or agreement with the Vendor/the Vendor's business.

If you represent a company , you confirm that you act as a director of that company and have the appropriate authorisation to bind your company and its management , staff , directors and shareholders to this agreement and that the execution of this agreement shall be later ratified by director meeting minutes of that company.

Prior to Carson BL declaring initial and then possibly later detailed information about the Vendor's company , you/your company/your directors agree to be bound by the following requirements :-

- 1) No unauthorised other party/individual is to be allowed access to any information and data (hard and soft copy) about the Vendor or their business/company during or after this process , without prior written authorisation from the Vendor
2) The PP agrees that Carson BL and/or the Vendor may require other persons contracted or employed within the PP business to also sign this Confidentiality Agreement , should the PP request that such other persons are to become involved in the business sale process at a later time , with such requests being subject to Carson BL's prior authorisation
3) Any 3rd party (eg the PP's accountant and/or solicitor) access to information must first be requested in writing or by email to Carson BL , with full identification of the responsible principal of such firm(s) identified , for then subsequently approval or otherwise by Carson BL
4) All communications in relation to any negotiations shall be through/via Carson BL , unless otherwise authorised in writing by Carson BL and the Vendor
5) All information provided on the Vendor's business shall be provided in good faith and at "face value" and neither Carson BL or the Vendor provides any guarantee in relation to that information's accuracy or completeness - the PP will be encouraged to later conduct their own "due diligence" analysis of the Vendor's business , prior to being required to enter into any binding contract or agreement , with such "due diligence" work to be conducted at a time mutually agreed to between all parties
6) Any holding deposits and/or contract or agreement exchange monies shall be held solely in Carson BL's trust bank account , with release of such funds being subject to the completion/settlement terms of the associated contract or agreement executed between the Vendor and the PP
7) The PP agrees to "hold harmless" Carson BL and the Vendor against any actions , claims , damages , issues or incidents that occur as a result of any errors , inaccuracies and/or omissions in any of the information provided by Carson BL and/or the Vendor
8) Any and all 3rd party advisory and/or legal costs shall be borne individually by the PP and Vendor , unless a specific mutual agreement on shared costs is negotiated
9) Carson BL shall be responsible to progress any formal undertaking by the PP to purchase the Vendor's business (or enter into an alternative contract or agreement) to a "Heads of Agreement" or "Term Sheet" stage , which shall include the main commercial and financial terms mutually agreed to between the Vendor and the PP , for then later issue to the Vendor's and PP's respective solicitors via those parties , with each of the Vendor and PP to incur their own legal/advisory costs in negotiating the terms of the "Contract of Sale" document and/or any other agreements and/or contracts relevant to the "Heads of Agreement" or "Term Sheet"
10) The execution of the "Contract of Sale" and any other associated agreements and/or contract shall be required to take place separately at both the Vendor's and the PP's solicitor's office (as standard practice) , unless otherwise agreed to by both parties
11) The validation of any contract or agreement ("Contract of Sale" or otherwise) between the Vendor and the PP , shall be conditional on Carson BL receiving full and final payment of prior agreed brokerage and/or consulting services owing from the Vendor prior to and up to that time and for this purpose Carson BL shall be listed as an "interested party" in any contract or agreement that is ultimately executed between the Vendor and the PP
12) This agreement does not bind the PP to purchase the Vendor's business unless by mutual agreement with the Vendor
13) The PP agrees that neither it , or any of its representatives/affiliates/subsidiaries , shall directly approach the Vendor within a period of 2 years from the executed date of this agreement , for the purpose of entering into any partial purchase , full purchase , joint venture , alliance or any other form of contract or agreement with the Vendor or the Vendor's business , other than that facilitated through Carson BL during that term
14) This agreement does not constitute a "Heads of Agreement" , "Term Sheet" or "Contract of Sale" and does not bind any party to a sale/purchase unless by later and otherwise separate agreement , however relevant items for inclusion in those agreements may exist within this agreement
15) The Vendor reserves the right to reject any offer for the purchase of their business , without declaring the reasons why the offer has been rejected
16) The PP agrees that no document in relation to the Vendor business can be copied or summarised without prior agreement in writing from the Vendor
17) The PP agrees to immediately return any and all information supplied to them in relation to the Vendor's business if required to do so by Carson BL and/or the Vendor and provides assurance that any and all such information (both in "hard and soft" copy) shall be stored safely and securely in their possession/custody
18) Once this document is executed , Carson BL agrees to then arrange for disclosure to the PP of the initial information in relation to the Vendor's business
19) Carson BL shall attempt to gather information in a timely manner for the PP , on the basis that such requests are considered reasonable at the time
20) Carson BL shall attempt to arrange meetings between all parties at mutually convenient times , wherever possible and practical to do so
21) Carson BL agrees to put forward direct to the Vendor any and all PP offers to purchase the Vendor business (or to offer for consideration any other form of contract or agreement) by no later than 24 hours after receipt of such offers in writing by Carson BL

Acknowledged and Accepted

Personal Name :
Position :
Company Name :
ABN :
Registered Office :
Office Address :
Driver's License Number :
Email Address :
Phone Number :
Mobile Number :
Fax Number :
Signature :
Date :