

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (NDA)

This agreement does not constitute a contract of sale, offer to purchase or willingness to sell.

Identification may be requested prior to release of detailed information.

Date:

Your Name:

Your Phone:

Your Address:

Your Email:

Business of Interest:

(e.g. RTO, H.Ed.

Medical Centre, NDIS)

The Agreement shall remain in effect perpetually unless cancelled in writing (to reduce the need for new agreements in the future).

This Agreement applies to any businesses presented to the Buyer.

The intention of this Non-disclosure and Non-circumvention Agreement (the "Agreement") is to protect the interests of the Vendor (the "Seller") and the Agent (the "Agent") from misuse and release of confidential information provided to the Prospective Buyer (the "Buyer") and from any endeavour of the Buyer to circumvent the Agent. The Agreement protects the Buyer from disclosure and misuse of Confidential Information by the Agent.

In consideration of and subject to the Buyer executing this Agreement the Seller is willing to make available to the Buyer certain information relating to the Business:

1. **Disclosure by the Seller.** The Seller will permit the Buyer to examine certain information including any economic, commercial, marketing and/or financial information concerning the Business (collectively, the "Confidential Information"), whether prepared by the Seller, its advisors or otherwise. The term "Confidential Information" shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents compiled and presented and prepared by or on behalf of the Seller which contents, reflect or are based upon, in whole or in part, the information furnished to the Buyer pursuant to this Agreement.
2. **Confidentiality.** The Buyer agrees and acknowledges:
 - a. That it shall use the Confidential Information solely for the purpose of its interest in determining a desire to purchase, develop, acquire or own the Business.
 - b. That the Confidential Information will be kept confidential.
 - c. That it will not disclose any of the Confidential Information in any manner whatsoever or use the Confidential Information in its own business or operations with the intention or result of thereby profiting or otherwise improving its position (other than through purchase, acquisition or development of the Business).
 - d. That it will not disclose to others that the Seller is considering selling the Business or that negotiations are taking or have taken place and that the Confidential Information exists or has been made available to the Buyer, or any of the terms, conditions or other facts with respect to the Business.
 - e. That it may make the Confidential Information available to the Buyer's representatives necessary to evaluate the Business, such as their attorney, accountant, partner, co-shareholder, or spouse.
 - f. That its review and inspection of the Confidential Information shall be solely to conduct due diligence on its own behalf, for the purpose of determining a desire to purchase, develop, acquire or own the Business.

The **Agent** agrees and acknowledges that:

- a. Any Information disclosed to the Agent by The Buyer, that is not available through public sources, will remain Confidential and will not be shared with the Seller or any third party without written or verbal permission from The Buyer. Information includes, but is not limited to, financial information, personal details including names, addresses, occupation and other business interests of The Buyer and their associates.
3. **Return of Information.** Unless otherwise authorized by the Seller the Buyer agrees that:
 - a. Any Confidential Information revealed to it under this Agreement, together with any copies, summaries, analyses of extracts, will be returned to the Seller within sixty (60) days from the date of this Agreement unless otherwise directed by the Seller in writing;
 - b. Beyond the return of the Confidential Information, the Buyer will continue to be bound by the obligations of confidentiality and other obligations under this Agreement.
4. **Limitations.** The term "Confidential Information" does not include information which:
 - a. Is or becomes generally available to the public other than as a result of a disclosure by the Buyer, or their representative.
 - b. Was within the possession of the Buyer prior to its being provided by the Seller provided that the source of such information was not known by the Buyer or acquired through devious means.
 - c. Becomes available to the Buyer on a non-confidential basis from a source other than the Seller, provided that such source is not bound by a confidentiality agreement or other contractual legal or fiduciary obligation of confidentiality to the Seller or any other party with respect to such information.
5. **Other.** No contact is to be made with any employees, service providers, or the Seller's accounting and Legal advisors, without being expressly arranged by the Seller in writing. Group One Business Sales strongly recommends the Buyer to carry out its own due diligence and seek legal advice, consult a qualified accountant or financial advisor and business consultants before signing any agreement to purchase.
6. **Representation and Warranties.** The Buyer hereby agrees that the Seller shall not have any liability to the Buyer and their representatives relating to or resulting from the use of the Confidential Information.
7. **Interpretation.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Victoria without regard to the principles of conflicts of law.
8. **Entire Agreement.** The parties acknowledge and agree that this Agreement is the entire agreement with respect to the Confidential Information and that no other representations, warranties or promises relating to such information have been made by either party to the other. No modification of this Agreement shall become effective unless in writing, dated and signed by both parties.
9. **Circumvention.** The Buyer agrees to refrain from **Circumventing** the Agent to execute a Purchase of the Business and if the Seller approaches the Buyer directly to arrange a sale or partial sale of the Business, the Buyer agrees to inform the Agent.

Acceptance of terms of Agreement by Buyer/s

Signed by Prospective Buyer:

Print Name:

Date:

IMPORTANT NOTICE TO BUYER

Group One Business Sales may represent either the Seller or the Buyer. Neither Group One Business Sales nor its employees are financial advisors. Group One Business Sales does not investigate or make any professional or other judgment in relation to the material supplied by the Seller. The Buyer must satisfy itself and conduct its own enquiries in relation to all of the Confidential Information supplied pursuant to this Agreement.

BUYER PROFILE

Optional

The following information will assist Group One Business Sales to find a suitable business for the Buyer to purchase.

Type of Business Required:
(e.g. RTO, H.Ed.
Medical Centre, NDIS)

Preferred Location(s):

Purchase Price Range:

Do you require Institutional or
Vendor financing:

Do you require a Lease / Freehold:

Timeframe to Purchase:

Do you desire it to be Fully
Operational:

If seeking a H. Ed. or RTO Institution, please outline your requirements (optional):

Domestic Delivery:

Fee Help or Funding:

Dual Sector:

CRICOS: Names of co-purchasers:
(if known)

Expected Settlement Time frame:

Preferred Courses:

Operational (has current students): Yes No Comments:

Long term Objectives:

Operations Experience
of Buyers &/or Key People:

Please outline the industries that the Buyers &/or Key People
have experience for the Qualifications that you wish to deliver:

Other Information: