

Dear Potential Buyer:

Kindly fill out this non-disclosure form and fax it back. You will then be contacted with all facts on the business. Don't forget to check out web site for new listing daily.

**THE INQUIRER (as stated below) AND SELLING MELBOURNE REAL ESTATE**

**NON- DISCLOSURE FORM**

Having declared to you that, in general principle, we have a genuine interest in the above business proposal and having declared to you that we are ready, willing, and able to carry out the terms of any contract we may enter into regard to the above business proposal. We now request that, in your capacity as broker and advisor to the vendor, you supply us with a copy of any information Memorandum ("the memorandum") describing the vendor's business. We undertake that the Memorandum will be used for no purpose other than to assist in determining whether we wish to purchase the said business.

We agree that the Memorandum and any other material made available to us by SELLING MELBOURNE REAL ESTATE or the Vendor or obtained in meeting with any of those parties will remain strictly confidential. To refrain from contacting or dealing directly with the Vendor or visit the premises of the business: without the prior consent of the Vendor and Agent.

To maintain at all times whether in Victoria or elsewhere the confidentiality of the material and in return for the material being made available to us we agree:

- a. That the memorandum and any information will be distributed on a "need-to- know-basis" only to senior Executives or Directors of our company, and such Executives or Directors will be bound to the terms of this agreement.
- b. The inquirer hereby acknowledges that: wrongful misuse of information provided by the Agent of the Vendor's Business will cause damage or loss to the vendor and/or the agent the inquirer will be held liable.
- c. That any copies made of the memorandum will be for the purpose of internal corporate communications only and that system will be instituted to facilitate the recovery of any such copies and all memorandum (and any copies taken) will be returned to SELLING MELBOURNE REAL ESTATE.
- d. The inquirer hereby acknowledges that: the Confidential information has been compiled from material information and unaudited financial records properly obtained by the agent from the vendor or the Vendor's accountant or Advisor;
- e. The inquirer hereby acknowledges that: the Agent has been solely instrumental in the introduction of the Business to the inquirer and will suffer loss or damage if the inquirer contacts or attempts to deal with the Vendor. The terms and conditions of this agreement shall continue to have full force and effect after the business is sold.
- f. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Agent has been retained to represent the owner(s) in the ale thereof and on which Agent or owner(s) has furnished information to the Inquirer. Further, it shall not be necessary for Agent to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Agent or owner(s) initially furnished information to the Inquirer on such other business and/or property.

Although we understand that SELLING MELBOURNE REAL ESTATE and the Vendor and its solicitors believe that the material to be provided is accurate to the best of their knowledge, we acknowledge that no representation or warranty has been made as to the accuracy or completeness of the material. We agree that neither SELLING MELBOURNE REAL ESTATE nor the Vendor or its Solicitors has any liability to us or any of our representatives arising from the selection or use of the material by us or our associates. Individuals examining this material should conduct their own investigations, including referring the information forwarded to their Accountant and/or Solicitor.

**Yours Faithfully:**

**(The Inquirer)**

NAME (Please Print)

ADDRESS:

SUBURB:

P/CODE:

STATE:

CONTACT HOME PHONE:

FAX:

CONTACT MOBILE PHONE:

EMAIL:

SIGNATURE(S)

EXECUTED ON

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**PRINT & PLEASE RETURN DOCUMENT BY FAX ON +61-3- 9671 3368**