



# Confidentiality Agreement and Undertaking

Confidentiality Undertaking by \_\_\_\_\_ (“The Company”)

And Confidentiality Undertaking by \_\_\_\_\_ (“The Recipient”)

being the party interested in purchasing the business.

1. The Recipient acknowledges that upon expressing its interest in the Business and at its request, certain financial and other confidential information pertaining to the Business (any such information and/or documents hereinafter known as “the Information”) were provided by First Choice to the Recipient.
2. The Recipient further acknowledges and agrees that:-
  - (a) all the Information were provided to First Choice by the owner of the Business and/ or the Premises (“the Owner”);
  - (b) no investigation or due diligence on the Information has been carried out by First Choice and First Choice does not guarantee the validity or accuracy of the Information; and
  - (c) First Choice has strongly recommended the Recipient to carry out its own due diligence and to consult a qualified accountant or financial advisor before signing any agreement to purchase.
3. The Recipient hereby undertakes:-
  - (a) to keep the Information in strictest confidence;
  - (b) to use the Information solely for the purposes of evaluating the opportunity offered by the Owner, whether it be to purchase the Business and/ or the Premises;
  - (c) not to use or allow the Information to be used to gain a business or other advantage in favour of the Recipient or other party and not to allow the use of the Information to harm or disadvantage the Owner;
  - (d) to discuss the Information only with, or disclose the Information only to, professional advisors of the Recipient who have agreed to be bound by this confidentiality undertaking;
  - (e) to keep the Information and all copies, notes and other records of the Information secure and under its strict control;
  - (f) to return all the Information and all copies, notes and other records of the Information to First Choice immediately upon request by First Choice;
  - (g) not to discuss the Recipient’s interest in the Owner or the Business or the Premises offered by the Owner with the Owner’s landlords, suppliers, customers, employees or with any other party;
  - (h) not to disclose to any party the Information or that any discussions have been held in respect of the Information, the Owner or the Business and/ or the Premises offered by the Owner; and
  - (i) to comply with the terms in Clause 3 herein, even if the Recipient should decline to proceed with the purchase of the Business and/ or the Premises.
4. The Recipient makes this undertaking in favour of and for the benefit of the Owner and First Choice, either of whom may enforce its terms and/ or recover damages for its breach; and submits to the jurisdiction of the Victorian Courts and the applicability of Victorian law to this undertaking.
5. If the Recipient is a proprietary company or a body corporate, the signatory and all the directors and shareholders of the Recipient shall be bound by this confidentiality undertaking and will be personally liable to the Owner and First Choice for its breach.
6. The term Recipient shall mean the person or persons, entity or entities respectively described and if there is more than one Recipient they shall be bound jointly and severally hereunder.
7. The Recipient is aware that generally the Owner pays the commission to the agent. However, in the event that the Recipient tries to avoid the agent and privately purchase any of the business/es introduced by First Choice within twelve months from the date hereof, the Recipient agrees to pay First Choice the commission stated on the authority entered with the Owner.

This Authority was entered into this \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed for and on behalf of the Recipient: \_\_\_\_\_ Full Name: \_\_\_\_\_

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

AH: \_\_\_\_\_ BH: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_ Driver Licence No.: \_\_\_\_\_

Businesses recommended by \_\_\_\_\_ :

Ref No.	Business Name	Client Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Recipient is bound by the terms and conditions of this Confidentiality Agreement in respect of all the businesses recommended by First Choice at any time and from time to time including but not limited to the businesses listed above