

Part A: Agreement Details

Item 1 Party 1	Name: AUSTRALIAN BUSINESS SALES CORPORATION PTY LTD Address: PO 5805 GCMC BUNDALL QLD 9726 Fax Number 073 054 1980 ACN: 057 995 025 All notices to be sent to the attention of: Noel Currie on info@australianbusinesssales.com.au
Item 2 Party 2	Name: Address: ABN: All notices to be sent to the attention of:
Item 3 Background	The parties possess commercially valuable Confidential Information which has been disclosed or may in future be mutually disclosed. In consideration for the parties: (a) disclosing the Confidential Information to each other; or (b) allowing each other to use the Confidential Information for the Approved Purpose, the parties agree to the restrictions on using and disclosing that Confidential Information set out in this Confidentiality Agreement.
Item 4 Confidential Information	Confidential Information means any information, regardless of its form, created at any time and disclosed by the Disclosing Party to the recipient party, or learnt or accessed by the recipient party in connection with the Approved Purpose, or to which the recipient party is exposed in connection with the Approved Purpose and includes: (a) information relating to the Disclosing Party or any of its Related Bodies Corporate; (b) information relating to the Approved Purpose; (c) information obtained or created by the Disclosing Party or any Representative in the course of the Approved Purpose; (d) the terms, conditions and existence of this Agreement; (e) information which is marked as confidential; (f) information which by its nature is confidential; (g) information which the recipient party knows or ought to know is confidential; and (g) the documents described in Item 8 below. Confidential Information excludes information which, without breach of this Agreement or other breach of confidence: (1) is or becomes public knowledge; (2) the recipient party already knew before receiving the information from the Disclosing Party; (3) has been independently developed or acquired by the recipient party; or (4) was obtained from a source other than the Disclosing Party or its Related Body Corporate or Representative notified in writing by the recipient party.
Item 5 Approved Purpose	Disclosure is to evaluate communication and potential for possible business purchase for growth and development.
Item 6 Representations	This item has intentionally been left blank.
Item 7 Special Conditions	Not applicable
Item 8 Specific Confidential Documents	All confidential information relating to the business described in advertisement as: Reference number:

Please Complete

Please Complete

Part B: Execution

Executed as an agreement:

SIGNED for AUSTRALIAN BUSINESS SALES CORPORATION PTY LTD by a duly authorised officer:  _____ Signature of authorised person / date Noel J Currie _____ Name and title of authorised person (print) Noel J Currie Licensee and MD Dated:	SIGNED for PARTY 2 by a duly authorised officer: _____ Signature of authorised person / date _____ Name and title of authorised person (print) Dated:
---	--

Please Complete

Please Complete

Please Complete

Part C: Standard Terms and Conditions

1. INTERPRETATION

1.1 Definitions In this Agreement:

Agreement means this agreement and any schedules and annexures attached to it.

Approved Purpose means the purpose described in the Item 5 of Part A of this Agreement.

Confidential Information means the information described in the Item 4 of Part A of this Agreement and any documents listed at Item 8 of Part A of this Agreement.

Disclosing Party means the party disclosing Confidential Information. (Including any principal the Disclosing Party represents).

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, including all present and future rights in relation to or in connection with copyright (including moral rights), trademarks, domain names, circuit layouts, designs, patents and inventions, formulae, databases, business processes and methods, trade secrets and know-how, business or company names, whether registered or not, together with any right to registration of such rights, whether created before or after the date of this Agreement.

Privacy Law means all legislation relating to the collection, use, disclosure, storage or granting of access rights to information.

Recipient means the party receiving Confidential Information.

Related Body Corporate has the meaning given under section 50 of the Corporations Act 2001 (Cth).

Representative means directors, officers, employees, financial or legal advisers, or agents of a party or of any Related Body Corporate of a party.

Special Conditions means the conditions identified in Item 7 of Part A.

1.2 Interpretation Unless expressed to the contrary, in this Agreement: (a) the Special Conditions (if any) in Item 7 of Part A prevail to the extent of any conflict with the remaining provisions of this Agreement; (b) the word "person" includes a natural person and anybody or entity whether incorporated or not; (c) a party may give or withhold any consent to be given in its absolute discretion and may impose any conditions on that consent; (d) an inclusion means an inclusion without limitation; and (e) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

2. CONFIDENTIAL INFORMATION

2.1 Acknowledgement of Confidentiality The parties acknowledge and agree that: (a) the Confidential Information is secret and confidential to the Disclosing Party; (b) the Recipient is bound by and has a duty to comply with any applicable Privacy Law; and (c) this agreement applies to Confidential Information disclosed both prior to and after the date of this Agreement.

2.2 Duty of confidentiality (a) The Recipient must keep all Confidential Information secret and confidential. (b) The Recipient must not make use of Confidential Information of the Disclosing Party to the commercial, financial or competitive disadvantage of the Disclosing Party.

2.3 Disclosure The Recipient must not disclose or allow to be disclosed the Disclosing Party's Confidential Information to any person except: (a) as required by law, provided that the Recipient gives the Disclosing Party reasonable prior written notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order; (b) with the prior written consent of the Disclosing Party; or (c) to Representatives of the Recipient to the extent that they need to know for the Approved Purpose, provided the Recipient has an appropriate agreement with such Representative sufficient to require that Representative to treat the Confidential Information in accordance with this Agreement.

2.4 Use of Confidential Information the Recipient must only use the Confidential Information for the Approved Purpose.

2.5 Compliance The Recipient: (a) must notify the Disclosing Party immediately in writing if it becomes aware of any suspected or actual breach of this Agreement; (b) is responsible for any use or disclosure of the Confidential Information by its Representatives which is contrary to this Agreement; and (c) must comply with any reasonable directions issued by the Disclosing Party regarding a suspected or actual breach of this Agreement.

2.6 Uncertainty If there is any uncertainty as to whether: (a) any information is Confidential Information; (b) any Confidential Information is freely available to the public; or (c) whether a particular use of Confidential Information is for an Approved Purpose, that information must: (d) be treated as Confidential Information and not used; and (e) assumed not to be for an Approved Purpose, unless the Disclosing Party notifies the Recipient in writing to the contrary.

2.7 Security of Confidential Information the Recipient must use effective security measures to protect all Confidential Information from unauthorised access, use, copying or disclosure.

2.8 No unauthorised copies The Recipient must not copy or record any part of the Confidential Information except as is strictly necessary for the Approved Purpose.

3. RETURN OR DESTRUCTION

3.1 Return or destruction Whenever the Disclosing Party requests, the Recipient must, at the Disclosing Party's option, immediately return or destroy all Confidential Information so that it cannot be recovered or reconstructed in any way.

3.2 Obligations to continue after materials returned Return or destruction of Confidential Information does not release the Recipient or its Representatives from their obligations under this Agreement.

3.3 Recipient must certify At the Disclosing Party's request, the Recipient

must certify in writing that it has complied with the Disclosing Party's instructions under clause 3.1.

4. INTELLECTUAL PROPERTY AND OTHER RIGHTS

4.1 Intellectual Property The Recipient will not claim any Intellectual Property Rights: (a) in any Confidential Information; or (b) arising from the use of the Confidential Information by the Recipient and its Representatives.

4.2 No licence granted by this Agreement No licence (other than the limited licence to copy granted to the Recipient by clause 2.8), interest of a proprietary nature or other Intellectual Property Rights relating to the Confidential Information is transferred or granted to the Recipient by this Agreement or any disclosure of Confidential Information.

5. LIABILITY

5.1 No warranty Confidential Information is accurate The Recipient acknowledges that the Disclosing Party does not represent or warrant that the Confidential Information is accurate or complete.

5.2 Disclosing Party not liable The Disclosing Party is not liable: (a) for errors, omissions or inaccuracies of any kind in respect of the Confidential Information; (b) to the Recipient, its Representatives or any other person in relation to the use of the Confidential Information by the Recipient, its Representatives or any other person.

5.3 Release by Recipient The Recipient releases the Disclosing Party to the fullest extent permitted by law from any claim regarding any person's reliance on Confidential Information.

6. INJUNCTIVE RELIEF

6.1 Recipient's acknowledgments The Recipient acknowledges and agrees that a breach of this Agreement may cause the Disclosing Party to suffer loss, damage or expense for which damages may not be an adequate remedy. Therefore the Recipient agrees that the Disclosing Party may immediately seek to restrain, including by ex parte injunction or similar remedy, any conduct, actual or threatened, which is in breach of this Agreement.

7. INDEMNITY

Recipient's Indemnity The Recipient indemnifies the Disclosing Party in full for all loss or damage that the Disclosing Party reasonably incur in connection with a breach of this Agreement caused either directly or indirectly by the Disclosing Party, its Representative or Related Body Corporate (this includes all legal costs and expenses incurred to enforce the Disclosing Party's rights under this Agreement on a solicitor and own client basis, whether awarded by a Court or not). This indemnity survives termination of this agreement.

8. GENERAL

8.1 Term This Agreement and the duties of confidentiality it contains shall continue in perpetuity.

8.2 Benefit The Recipient must perform this Agreement for the benefit of the Disclosing Party and its Related Body Corporate.

8.3 No restriction in use or dealings with third parties This Agreement does not restrict the Disclosing Party's right to use the Disclosing Party's Confidential Information, or disclose the Disclosing Party's Confidential Information to third parties for any purpose.

8.4 Amendment This Agreement cannot be varied or amended except in writing signed by both parties.

8.5 Waiver and exercise of rights No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver.

8.6 Governing law and jurisdiction This Agreement is governed by the laws applicable in Queensland and each party submits to the non-exclusive jurisdiction of the courts of Queensland.

8.7 Assignment Neither the Recipient nor any of its Representatives may assign this Agreement without the Disclosing Party's prior written consent.

8.8 Entire understanding (a) This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement and supersedes all prior agreements, arrangements, understandings and prior communications in any form between the parties. (b) The Recipient acknowledges that it has had the opportunity to incorporate into Item 6 of Part A any material statements or representations made by the Disclosing Party upon which the Recipient placed reliance in entering into this Agreement. The Recipient therefore disclaims that it has relied on any statements or representations not contained in this Agreement. Statements or representations included in Item 6 of Part A are included for evidential purposes only and do not form part of this agreement.

8.9 Relationship of parties This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the parties.

8.10 Counterparts This Agreement may be executed by the parties in counterpart. All executed counterparts constitute one document.

8.11 Severability A term or part of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of this Agreement will remain in force.

8.12 Disclosing Party The Recipient acknowledges that the Disclosing Party may be acting as an agent for a principal relating to the Approved Purpose when disclosing Confidential Information to the Recipient. In this event any breach of this Agreement by the Recipient may result in loss or damage incurred by the principal of the Disclosing Party. The Disclosing Party or the principal of the Disclosing Party may seek to enforce the rights under this agreement against the Recipient in the event of a breach causing loss to the the principal of the Disclosing Party. The Recipient agrees that the principal of the Disclosing Party may enforce rights against the Recipient under this agreement in the event of a breach of the Agreement by the Recipient.