



Confidentiality Agreement, Business Registration and Disclaimer

I/We, being the party named in the Schedule below are Prospective Buyers of the Business of Interest described in the Schedule. In consideration of Oakshield Pty Ltd and the Seller providing to us a business profile, and other material and information relating to the business, allowing us to inspect the business, we acknowledge and agree to the following:

1. Buyer(s) must act in good faith:

The Prospective Buyer(s) agrees:

- i. that all inspections of the business(es) are to be arranged through Oakshield Pty Ltd ; and
- ii. not to inspect the business and/or the premises where business is conducted without first obtaining approval from Oakshield Pty Ltd; and
- iii. not to contact the Seller directly, other than through Oakshield Pty Ltd; and
- iv. not to negotiate directly with the Seller and/or their agents, other than through Oakshield Pty Ltd; and
- v. acknowledge that Oakshield Pty Ltd and its agents have introduced them to the herein mentioned business.

2. Buyers(s) acknowledge the need for collateral agreements to be signed:

The following agreements to be signed;

- i. Confidentiality Agreement;
- ii. Commission Agreement (where required) which will state the responsibility of the payment of commission for Oakshield Pty Ltd to rest with the Seller
- iii. Any other necessary agreements to ensure all parties will act in good faith.

3. Protection of Intellectual Property:

In order to protect the Seller's legal right to privacy, the Prospective Buyer(s) agree that the profile supplied remains the property of Oakshield Pty Ltd.

4. Non-verification of Information & Disclaimer:

The Prospective Buyer(s) acknowledge that Oakshield Pty Ltd is not a Financial or Investment Adviser and acts as a representative of the Seller to convey information about their business(es) and further acknowledges that the following material is supplied by the Seller and may include financial statements that have not been verified or audited including:

- i. Trading results and/or profit and loss reports;
- ii. Projected trading estimations, costs and expenses, and related industry averages.

5. The Prospective Buyer acknowledges that Oakshield Pty Ltd cannot:

- i. Provide a warranty as to the truth and accuracy of the material provided; or
- ii. Undertake investigation on behalf of the Prospective Buyer(s); or
- iii. Make a judgment or provide advice about the information provided.

6. Buyer(s) are responsible for verification of information.

The Prospective Buyer(s) acknowledge that the material supplied herein is supplied by the Seller, and agree not to hold Oakshield Pty Ltd or its authorised agents responsible for the accuracy of the information or for any loss suffered by the Prospective Buyer(s) as a result of reliance on the information contained herein. The Prospective Buyer(s) have sole responsibility for verifying the accuracy of the information by undertaking appropriate due diligence.

7. Confidentiality of information.

The Prospective Buyer(s) acknowledge that the information contained within including the business profile and all related material, and information gained during the course of inspection of the business, its assets and employees is valuable and confidential, and agree not to disclose this information other than to the Prospective Buyer(s)' accountants, lawyers, financial & business advisers and financial institutions who will be required to provide written agreement to keep all information confidential prior to its receipt. This requirement will not be waived unless the permission of the Seller has been obtained prior and in writing.

8. Seller(s) reserve legal rights for breach of confidentiality.

The Prospective Buyer(s) acknowledge that should the confidential information in regard to the Seller and their business become known to the Seller's competitors and/or potential competitors or is used by the Prospective Buyer(s) to set up or operate or be employed in a similar business to the Seller, the Seller may suffer loss and hardship. The Prospective Buyer(s) acknowledges the Seller's right to take legal action to claim appropriate damages.

Name of Prospective Buyers: _____ Date: _____

Address: _____

Phone: _____ Fax: _____ Mobile: _____

Email: _____ Need Finance YES NO

Businesses of Interest: _____ Reference Number _____

Signature(s): _____

Please complete, sign and return by fax to +61 7 3899 7499

Oakshield Pty Ltd o ABN 33 091 073 068

Telephone +61 7 3899 7474 o Facsimile +6173899 7499 o www.oakshield.com

Unit 24/8 Metroplex Avenue Murarrie Q 4172 o PO Box 600 Morningside Q 4170

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