

## UNDERTAKING AS TO CONFIDENTIALITY

I, \_\_\_\_\_ of \_\_\_\_\_,  
(First Name Surname) (Number Street Suburb Postcode)

(the "Inquiring Party") hereby undertake that in consideration of the provision of Confidential Information relating to the Business as provided by either Robert G Hurst Business Brokers Pty Ltd trading as Hurst Partners (herein after called Hurst Partners) acting for undisclosed principals, or by the Business itself, that:

1. The Inquiring Party will keep secret and use his/her best efforts to protect and preserve the confidential nature and secrecy of all Confidential Information disclosed by the other party to him/her or which he/she has been given access by the other party;
2. The Inquiring Party will use his/her best efforts to prevent third parties from gaining access to the Confidential Information disclosed to him/her by the other party;
3. The Inquiring Party will not, without the other party's prior written consent:
  - (a) disclose or in any way communicate to any other person all or any Confidential Information disclosed to him/her by the other party or for which he/she has been given access by the other party except as authorised by the other party;
  - (b) permit unauthorised persons to have access to places where Confidential Information disclosed to him/her by the other party or to which he/she has been given access by the other party is displayed, reproduced or stored;
  - (c) make or assist any person to make unauthorised use of Confidential Information disclosed to him/her by the other party or to which he/she has been given access by the other party, and shall take all reasonable steps (including obtaining confidentiality undertakings from officers, employees, agents, contractors and sub-contractors who have or may have access to this Confidential Information) to ensure that this Confidential Information is not disclosed to any other party by his/her officers, employees, agents, contractors and sub-contractors;
4. Notwithstanding any provision of this Agreement, the Inquiring Party may disclose Confidential Information to their directors; or to those professional advisers of the inquiring party who are obligated to maintain confidentiality about their clients affairs;
5. If the Inquiring Party becomes aware that any of their employees, officers, contractors or sub-contractors have breached the confidentiality obligations contained in this Agreement he/she shall immediately notify the other party in writing and indemnify the other party for all loss and damage caused by such a breach;
6. The Inquiring Party acknowledges that a breach of this Agreement may cause the other party irreparable damage for which monetary damages may not be an adequate remedy. Accordingly, in addition to other remedies that may be available the Business owner may seek and obtain injunctive relief against such a breach or threatened breach.
7. The Inquiring Party further undertakes to return and deliver to the other party or its duly appointed agent all of the said documents and other material previously given to him/her at such address as the other party or his agent shall direct within seven (7) days of a request in writing from the other party or his agent or where the information was provided electronically confirm that the information has been deleted and any printed copies made have been destroyed.
8. In this Agreement "**Business**" means the business in the Information Memorandum supplied by Hurst Partners that relates to **REF:** \_\_\_\_\_ (found at [www.businessbrokers.com.au](http://www.businessbrokers.com.au)) the subject of the Confidential Information.  
"**Confidential Information**" means all information relating to or developed in connection with or in support of the Business which:
  - (a) is not by reason of general publication or the like a part of the public domain or readily available in the public domain;
  - (b) if part of the public domain, became part of the public domain as a result of an unauthorised disclosure or otherwise by reason of a breach of confidence;
  - (c) was not in the lawful possession of the Inquiring Party prior to its provision by the other party; or
  - (d) comes into the possession of the Inquiring Party otherwise than as a result of a breach of this Agreement by the inquirer or an obligation of confidence by any of the Inquiring Party's officers, employees, agents, contractors or sub-contractors.
9. **The Inquiring Party confirms they have sufficient funds or access to funds to purchase the business at the price at which it is advertised and if required agree to provide evidence of such ability to fund the purchase.**

**Dated:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Contact No.** \_\_\_\_\_

**HURST PARTNERS – Business Brokers & Consultants**  
276 High Street, Kew Vic 3101

**E: [info@businessbrokers.com.au](mailto:info@businessbrokers.com.au)**  
**Fax + 61 3 9853 0551**