

Disclaimer, Acknowledgement and Confidentiality Agreement

I/We being the people named in the Schedule, acknowledge that we are prospective purchasers of the business (or businesses) and in consideration of you and the Vendor allowing us to inspect a business profile, other material relating to the business and/or the Vendor's agreement and your arrangement on the Vendor's behalf will allow us to inspect the business we acknowledge and agree as follows:

1. The Parties wish to conduct due diligence on each other for the purpose of determining whether they wish to enter or discuss further any possible future business arrangements or for one Party to make an investment in or purchase from the another.
2. Each Party, as a Provider, proposes to disclose to the other Parties, as Recipients, Confidential Information in relation to the Purpose.
3. The parties have agreed to view the Confidential Information on the basis that its contents are kept confidential, is used only for the Purpose and in accordance with the terms and conditions of this Deed.

The business profile and material may include:

- a. non verified and unaudited trading results and/or profit and loss reports;
 - b. related industry averages and/or approximate costs/expenses;
 - c. Projected trading figures, related industry averages and estimated costs and expenses.
4. The information in the profile has been provided in good faith by the Vendor and whilst he/she believes it to be accurate, we acknowledge that it is our responsibility to make our own enquiries and not rely on this profile in making a decision to purchase.

5. The information provided is to be used and accepted as a guide only. All information contained in it is our responsibility to verify and confirm and we agree not to hold Ideology Consulting Pty Ltd and/or its authorised personnel responsible for its accuracy, liability or loss suffered by us in relation to the information contained in the profile.
6. Forecasts and/or projections are based on assumptions about circumstances and events that have not yet taken place. These forecasts/projects may be subject to considerable fluctuations and variation as future events actually occur; accordingly no promises, assurances or guarantees are or can be given.
7. The business profile, material and all things connected and related to this material are confidential and the parties agree not to disclose them to any other person including family members, business partners, practice staff, associates, or any other person not named on this agreement, excepting our legal, accountants and bankers but then only on the basis that they have to provide to us their agreement prior to receipt of the material to keep this information confidential and agreed to be bound by the terms and conditions of this agreement. The parties guarantee any information sent by email or fax will be confidential and not accessible to any person not bound by this agreement.
8. The parties acknowledge, that as a result of perusing the business profile and material, and during the course of the inspection of the business they will become aware of confidential information regarding the operation of each other's business and in particular the marketing of the business which is personal to them and which has real financial value. The parties acknowledge that should such information become known to persons not named in this agreement or other parties interested in setting up a similar business in opposition to the Vendor or purchaser as a result of any unauthorised use or disclosure of any confidential information by us or used by ourselves in the operation of a similar business, that these actions could cause financial hardship to the vendor or purchaser and therefore they might seek compensation.

9. The parties acknowledge and agree that the prospective purchaser guarantees they will not set up or operate a similar business for the supply of optical products and services within a radius of 5km and within a period of 24 months from any location operated or owned by the vendor.

I/We guarantee that we have authority to sign this document on behalf of the prospective Purchaser where such prospective Purchaser is a company or trust or superannuation fund.

I/We acknowledge that we have read all of the above conditions and agree to them and acknowledge that we have received a copy of this agreement on the date that it was signed by us.

Purchaser signature	
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SCHEDULE

Name/s of prospective Purchasers or company*

1. _____

2. _____

Address for
Correspondence

Phone

Mobile

Fax

Email

Confidentiality
assured (please
tick)

☐

Confidentiality
assured (please
tick)

☐

Signature 1

Date

Title

Signature 2

Date

Title

☐ By ticking this box I acknowledge and consent to my details, as listed above, being added to the database for notification of future business opportunities, but not for any other purpose or for distribution to any other person or organisation.

*Please note if signed on behalf of a company the authority to sign must be specified and all persons, employees or agents of the company will be required to comply with this agreement.

Name/s of vendor or company

1. _____

2. _____

Address for
Correspondence

Phone

Mobile

Fax

Confidentiality
assured (please
tick)

☐

Confidentiality
assured (please
tick)

☐

Email

Signature 1

Date

Title

Signature 2

Date

Title
