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Private and confidential

Confidentiality Agreement

In consideration of **Royal Link Real Estate & Business Broker** ("Royal Link") providing to the **Potential Purchaser** ("the Purchaser") certain information and advice ("the Information and Advice") regarding the **property offered for sale** ("the subject property"). Discussions ("the Discussions") might take place between the Purchaser and Royal Link regarding the subject property, for the sole purpose of assisting the Purchaser to evaluate a possible acquisition of the subject property, it is hereby acknowledged and agreed that:

1. The Purchaser shall not have any Discussions with or make any approach to the landowner of the subject property or any entity detailed within the Information Memorandum without the express written consent of Royal Link.
2. The Purchaser shall not disclose to any other person or entity without the prior written consent of Royal Link the fact that the discussions are taking place and shall not disclose that fact to more people in its organisation than is absolutely necessary for the immediate purposes of the Discussions.
3. The Purchaser shall not disclose the Information and Advice or any portion of it to any other person or entity without the prior written consent of Royal Link and shall disclose no part of it to more people in its organisation than is absolutely necessary for the immediate purposes of the Discussions other than its property, legal and accounting advisers.
4. The Purchaser shall use the Information and Advice only for the immediate purposes of the Discussions and it will not at any time, directly or indirectly, use the Information and Advice or allow it to be used for any other purpose without the prior written consent of Royal Link. In particular and without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that any approach to the landowner of the subject property by the Purchaser on its own behalf or on behalf of some other person or entity, or by some other person or entity acting on behalf of the Purchaser shall be deemed to be use of the Information and Advice other than as permitted by this Agreement.
5. If at any time during the course of the Discussions any documents or records are delivered to the Purchaser, all such documents or records or any copies of such documents or records shall be returned to Royal Link upon request.
6. The Purchaser shall procure the written undertaking of each of its servants and agents being privy to the Discussions or having access to the Information and Advice or any documents or records in terms no less onerous than those contained herein.

7. The Purchaser agrees to indemnify and hold Royal Link harmless in respect of any loss or damage of whatsoever nature and however occurring which arises out of any breach by the Purchaser or any of its servants and agents of the terms and conditions of this Agreement.
8. The Information and Advice is provided in good faith. The Purchaser must make its own assessment of it. Royal Link does not warrant the accuracy or completeness of any Information and Advice provided except as will be expressly stated in any final sale and purchase agreement between the Purchaser and the vendor.
9. The obligations contained in this Agreement shall subsist indefinitely and shall not terminate upon completion or termination of the Discussions.

SIGNED for and on behalf of:

Potential Purchaser: _____

Company Name: _____

Company Address: _____

Signature: _____

Position: _____

Date: _____

In the Presence of:

Witness: _____

Please scan and send to: **info@royallink.com.au**