



Asset Business Brokers

Tel 07 5574 4480

Fax 07 5574 4487

PO Box 5

Runaway Bay Qld 4216

info@assetbusinessbrokers.com.au

DISCLAIMER, ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

We, being the people named in the Schedule set out below, acknowledge that we are prospective purchasers of the business described in that Schedule and in consideration of Asset Business Brokers (ABB) and the Vendor providing us with and/or allowing us to inspect material relating to the business, and/or the Vendor's agreement and ABB's arrangement on the Vendor's behalf to allow us to inspect the business, we acknowledge and agree as follows:

1. The business material provided and/or inspected may include:
 - (a) non verified and unaudited trading results and/or profit and loss reports;
 - (b) projected trading figures;
 - (c) related industry averages and estimated costs and expenses;
 - (d) descriptive information of the business and its operations.
2. The information provided and/or inspected has been provided by the Vendor and whilst he believes it to be accurate, we will make our own enquiries and not rely on this information in making a decision to purchase. The information is to be used and accepted as a guide only. It is our responsibility to verify and confirm all information.
3. We acknowledge that neither ABB, nor its sales consultants or other authorised personnel, have verified any of the information provided or inspected, nor given or implied any warranty or representation as to the accuracy or completeness thereof. We agree not to hold any of them responsible for its accuracy, or for any liability or loss suffered by us in relation to the information provided or inspected.
4. Forecasts and or projections are based on assumptions about circumstances and events that have not yet taken place. These forecasts/projections may be subject to considerable fluctuations and variation as future events actually occur, accordingly no assurances or guarantees have been or can be given.
5. The business material and all things connected and related to this material are confidential and we agree not to disclose any of it to any other person except our legal, accounting, financial advisers 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 unless the Vendor's prior written consent is first obtained to disclosure of this information to that party.
6. As a result of perusing the business material, and during the course of the inspection of the business, we will become aware of information regarding the operation of the business and in particular the marketing of the business, which is personal to the Vendor and which has real financial value to the Vendor. We acknowledge that should such information become known to the Vendor's competitors or other parties interested in setting up a similar business in opposition to the Vendor, or used by ourselves in the operation of a similar business, that these actions could cause financial hardship to the Vendor, who therefore might seek compensation.
7. All inspections of the business are to be by appointment organised through ABB only, and we agree not to attempt to inspect the business, or the premises upon which the business is carried on, or contact the Vendor direct, other than through and with ABB.
8. We have been introduced to the business(es) named in the Schedule set out below, by ABB.
9. 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.
10. We have read all of the above conditions and agree to them and acknowledge that ABB are not investment or financial advisors.

SCHEDULE

Date: _____
Name of prospective Purchaser(s): _____
Address: _____
Phone: _____ Fax: _____ Mobile: _____
Names(s) of Business(es): As Discussed _____
Signature(s): _____