



ABN: 54 867 380 565

## CONFIDENTIALITY DEED

I/We: .....

Of Address: .....

Phone: ..... Email: .....

Hereby acknowledge that The Agent of Calvin Bailey Management Rights (CBMR) is an authorised agent providing confidential Information concerning confidential Management Rights or Hotel/Motel/Hospitality Business purchases on behalf of The Seller, The Seller is hereby designated as a third-party beneficiary of this Agreement.

**Business Name(s):** .....

In respect of this above business, or any other business being offered for sale or provided by The Agent, we hereby undertake (in favour of The Agent):

- to only inspect any property relating to the business after prior arrangements have been made on our behalf by The Agent and confirmed in writing;
- not to attempt to negotiate or deal directly with the vendor of the business unless the prior consent of The Agent is obtained;
- not to reveal or discuss any information received from The Agent with any person including without limitation the availability of the business with the exception that we may reveal and discuss such information with our legal and accounting advisers and with our bankers provided the relevant advisors or bankers agree to keep such information confidential;
- in particular, not to divulge any information whatsoever regarding the business and their financial statements or the complex in which the business is located and the financial statements, with any unit owner of the complexes, any strata managing agent and not to involve another agent in respect of the said businesses without the prior written consent of The Agent; and
- to return to The Agent all material regarding the business provided to us by The Agent if we do not enter into transaction agreements with the owner of the businesses within 3 months after the date of this Deed.

1. In accordance with the Privacy Act 1988 (Cth) it is acknowledged that The Agent also undertakes to preserve the confidentiality of any personal information received from us and shall not divulge any such information concerning us to anyone else without our prior consent.
2. We acknowledge that the extent of supply of information is at the discretion of The Agent and that neither The Agent nor the owner/developer of the business will have any liability to us if we do not enter into final form transaction agreements with the owner/developer of the business in relation to the proposed nominated Management Rights or other commercial hospitality business property. By signature below I acknowledge that I have read and understood all the information set forth in this agreement.
3. Executed as a Deed.

Signed by: ..... Date: .....

(2 signatures if company has more than 1 director)

Individual or Company name: .....