

# COMMERCE & PROPERTY

## BUSINESS SALES AND PROPERTY LEASING

Thank you for your enquiry.

Please find a Non Disclosure Agreement, which is necessary to obtain the information you have requested.

All areas should be completed in full and each page initialled after reading including item 15. The schedule also must be completed by being signed by you as the "prospective purchaser" and signed by a witness to your signature.

Please return both the registration form & Non Disclosure Agreement by Fax to 02 8221 9614 or scanned after completing & signing and then emailed to [info@cnp.net.au](mailto:info@cnp.net.au)

Before sending please use the checklist below to confirm you have completed the forms correctly.

1 No blanks on the "Purchaser's Requirements" form if not applicable please enter "N/A"

2 All four pages should be initialled by you. "The Schedule" of the Non Disclosure Agreement must be witnessed by another competent person over 18 years of age after they have witnessed that you have signed as the "Prospective Purchaser".

3 Item 15 of the "Confidentiality & Non Disclosure Agreement" has been filled out. If your enquiry was found on the Internet please place the website name in the "periodical" section and the date you visited the site and a brief description of the business (type, location & price).

Regards,



Davide Proietti

### Commerce & Property

PRINCIPAL: Davide Proietti Dip. Bus.  
Licensed Business Agent & Strata Manager  
Licensed Real Estate Agent

**Mobile: 0418 235899 (+61 418235899)**

**Email: [info@cnp.net.au](mailto:info@cnp.net.au)**

**Fax +61 2 8221 9614 Voice +61 2 8221 9522**



## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS DEED made on Date: \_\_\_\_\_

Between

Davide Proietti trading as [Commerce & Property](#) in the State of New South Wales ("the Business Agent")  
of the first part

AND: \_\_\_\_\_  
(Name of prospective purchaser)

Of: \_\_\_\_\_  
(Full Address of prospective purchaser) Postcode

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_  
Of the second part

### WHEREAS

A. The Vendor has appointed Davide Proietti trading as [Commerce & Property](#) as its broker and agent for the sale of the business more particularly described in the Schedule hereto ("the Business").

B. The Prospective Purchaser wishes to purchase a business and has approached the Business Agent requesting the Broker to introduce him to the Business.

C. The Vendor is willing to permit the Broker to introduce the Prospective Purchaser to the Business and is agreeable to furnishing or permitting the Broker to furnish to the Prospective Purchaser information and data in relation to the Business but only upon the terms and subject to the covenants, provisions, terms and conditions set out in this Deed.

**NOW THIS DEED WITNESSES** as follows:

1. In this Deed "information and data in relation to the Business" means any information data or material (whether in writing, recorded electronically, or in some other permanently recorded form or not) in any way forming part of, relating to or concerning the Business or any part thereof and without limiting the generality thereof includes all accounting and financial records, client and / or customer lists, supplier lists, trade secrets or other confidential information or secret processes or inventions or other intellectual property or operational or procedural handbooks or manuals and in any way concerning the financial or other affairs of the Vendor or any person, partnership, company or trust related whether directly or indirectly to the Vendor.

2. The Prospective Purchaser hereby covenants and agrees with the other parties that any information and data in relation to the Business disclosed divulged or furnished by the Vendor or Broker to the Prospective Purchaser or his duly authorised agents (firstly approved of by the Vendor or Broker) shall not be used for any purpose whatsoever other than to enable and assist the Prospective Purchaser (i) in assessing and determining whether or not he is prepared to purchase the Business and (ii) in carrying out his due diligence on said information and data should he proceed with the purchase of the Business.

3. Subject to Clause 2 of this Deed, the Prospective Purchaser hereby covenants with the other parties and undertakes that he shall not divulge, disclose or furnish to any third party or person whomsoever and he shall not use for any purpose whatsoever any information and data in relation to the Business disclosed, divulged or furnished to him (or his said duly authorised agents) either in writing or orally by the Vendor, the Broker or any other person whomsoever except with the prior written consent of the Vendor.

*Initial* \_\_\_\_\_

4. The obligations and covenants under and on the part of the Prospective Purchaser contained in Clause 3 shall not extend to any information which is in the public domain or which hereafter becomes a part of the public domain other than as a result of any unauthorised act or omission on the part of the Prospective Purchaser.

5. Should the Prospective Purchaser not proceed further with the purchase of the business, the Prospective Purchaser shall within 10 working days delete, if received electronically, and/or return to the Vendor or Broker all information and data which is in his possession or control or the possession or control of his said duly authorised Agents and which is in a permanently recorded or electronic form including all copies made thereof.

6. The Prospective Purchaser hereby warrants that he is not the proprietor or employee or Agent for any proprietor of any business nor has he or any member of his family (whether directly or indirectly) any beneficial or other interest of whatsoever nature in any partnership, company, corporation or trust which presently carries on or which intends to carry on business in competition with the Business whether in the State of New South Wales or elsewhere and the Prospective Purchaser hereby acknowledges that he is aware that the Vendor and Broker have entered into this Deed in strict reliance upon the warranties by the Prospective Purchaser contained in this Clause.

7. If this Deed is executed by a person ("Agent") for and on behalf of the Prospective Purchaser in any capacity whatsoever then the Agent hereby warrants to the other parties: -

- i. that the Agent is duly authorised by the Prospective Purchaser to execute this Deed on the Prospective Purchaser's behalf;
- ii. that the Prospective Purchaser was prior to the Agent's execution hereof aware of all the provisions of this Deed;
- iii. that the Prospective Purchaser expressly agrees to be bound by the provisions of this Deed as if the Prospective Purchaser himself has executed; and
- iv. that the Agent prior to his execution of this Deed has carefully read this Deed and was fully aware of its provisions and its legal effect and the Agent hereby acknowledges that he is aware that the other parties have executed this Deed relying on the warranties contained in this Clause.

8. This Deed shall be binding upon and the covenants and the undertakings contained herein shall run to and may be enforced by or against the heirs, executors, administrators and assigns of the parties hereto and where any party hereto shall consist of two (2) or more persons such covenants and undertakings shall bind and be for the benefit and enjoyments of all of them jointly and each of them severally.

9. In this Deed the singular includes the plural and vice versa, and each gender includes each other gender and references to persons includes companies and corporations.

10. The failure of any party to require the performance or observation of any covenant undertaking or term of condition of this Deed shall not prevent a subsequent enforcement of such covenant undertaking or term of condition nor shall it prevent the party making the waiver from subsequent acting upon any subsequent breach or default or from enforcing all the provisions of this Deed.

11. This Deed constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and by its own force terminates all prior arrangements between the parties whether oral or written to relating to the same subject matter.

12. Any professional advisor, accountant or business valuer retained by the prospective purchaser shall also be bound by this agreement.

*Initial* \_\_\_\_\_

13. The obligation on the part of the Prospective Purchaser under this agreement terminates upon the entry and completion of the Prospective Purchaser (or interests associated with him) into a contract for the purchase of the business.

14. The prospective purchaser warrants under this agreement that they have not been presented with this business prior and has been introduced to the business by the Business Agent [Davide Proietti trading as Commerce & Property](#).

15. The purchaser as in item B has responded to an advertisement published in \_\_\_\_\_  
Periodical (paper) or website

on \_\_\_\_\_ described as \_\_\_\_\_  
Date Price, Location & business type

**SCHEDULE**  
(Description of Business for Sale) - (Recital A)

**NAME OF BUSINESS:** \_\_\_\_\_

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their hands on the day and year first herein before mentioned.

<b>SIGNED and DELIVERED by</b>	}	
	}	
the said _____	}	
(name of Vendor)	}	
in the presence of:	}	
	}	
_____ }	}	_____
Witness	}	Vendor signature
	}	

<b>SIGNED and DELIVERED by</b>	}	
	}	
Davide Proietti	}	_____
trading as <a href="#">Commerce &amp; Property</a> (The Broker)	}	Vendor's Agent

<b>SIGNED and DELIVERED by</b>	}	
	}	
the said	}	
in the presence of:	}	
	}	
* _____ }	}	** _____
Witness	}	Prospective Purchaser

**THE SCHEDULE MUST BE SIGNED AS \*\* "PROPSECTIVE PURCHASER" & \*WITNESSED (follow asterisks).  
ITEM 15 MUST BE COMPLETED.**

PLEASE FAX BACK TO [COMMERCE & PROPERTY](#)

FAX 02 8221 9614