

Confidentiality Agreement

Sign and email to biz@business4me.co.nz or fax back to (09) 448 5497
then phone (021) 0859 1893 to discuss the business in question

Confidentiality Agreement as between the Customer:

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Address:	<input type="text"/>		
Home Telephone:	<input type="text"/>	Work Telephone:	<input type="text"/>
Mobile:	<input type="text"/>	Email:	<input type="text"/>

and

SureCapital Real Estate Limited trading as RE/MAX PARTNERS (hereinafter referred to as the "Agent")

1. In consideration of the Agent making available to the Customer confidential financial and commercially sensitive information in respect of the business to which the Customer's enquiry relates (hereinafter referred to as the "Information") or any other business that is enquired about by the Customer, the Customer undertakes to retain the Information in confidence and not to disclose the Information to any person other than a person who, by the nature of their profession or calling, is legally bound to the Customer to retain information given by the Customer to them in confidence, such as the Customer's legal and accounting advisers or to any bank in conjunction with Customer's application for finance in relation to the business.
2. The Customer agrees not to make any approach to the Vendor of the said Business and / or its employees, customers and suppliers without prior written authorisation from the Agent and further agrees to refer all queries related to the said business through the Agent.
3. The Customer acknowledges and understands that all Information supplied under this agreement including, but not limited to, the Information Memorandum has been, directly or indirectly, provided by Vendor of the said business and as such has been accepted by the Agent in good faith and that there has been no audit thereof undertaken. In particular this relates to Financial Accounts and Financial Information prepared by the Vendor's accountant which contains limitations as to liability for accurateness or completeness and / or disclaimers related to the accountant's liability to any third party. Therefore no representation or warranty is given, nor any responsibility accepted, by the Agent with respect to verification of the completeness and / or accuracy of any such information. In signing this Agreement the Customer accepts that the onus to verify the accuracy and completeness or lack thereof of any and all such Information is unreservedly and unconditionally accepted by the Customer. In doing so the Customer acknowledges that it will be relying entirely upon its own judgement and assessment in its use, applicability, relevance and on its reliance upon any such Information supplied by the Agent.
4. If the Customer elects to not to proceed with an offer to purchase the said Business to which this agreement applies, or if the Customer makes an offer but does not proceed with the purchase of such Business, the Customer warrants that it will destroy all documentation and Information, whether printed or electronic in nature, supplied to it by the Vendor or the Vendor's Agent and will retain all other Information in confidence. The Customer hereby fully indemnifies the Agent against all costs, losses and / or expenses of whatsoever nature that the Agent may incur should the Customer breach its warranty and retain such information or breach this Confidential Agreement.
5. The parties hereto agree that the execution of any facsimile or electronic copy of this Confidentiality Agreement by either of them (including, but not limited to, any facsimile or electronic copy of any document evidencing the execution of this Agreement by either party) shall constitute a valid and binding offer or acceptance as the case may be, and production of a facsimile or electronic copy of this Confidentiality Agreement signed by both parties shall be deemed to be sufficient to satisfy the legal requirements related to same being deemed contractually binding upon the parties.
6. The Customer acknowledges herein that the Agent has advised the Customer to seek independent legal advice prior to signing this agreement and to do so also with any subsequent agreements related to the purchase of this or any other Business and / or Property and where necessary to obtain independent professional advice related to any and all matters of whatsoever nature.
7. The Customer acknowledges that its details contained herein are true and correct and that it has filled in all the required information and unreservedly accepts the above conditions and authorizes the Agent to add its details to the Agent's e-mail and electronic data base of buyers to which the Agent sends out newsletters and relative business information until such time as the customer notifies the Agent to the contrary.

Signed by the Customer:

Signed (place signature in box):	<input type="text"/>	Dated:	<input type="text"/>
Current Occupation:	<input type="text"/>	Current Industry Type:	<input type="text"/>
Preferred Location(s):	<input type="text"/>	Preferred Industry Type(s):	<input type="text"/>

SureCapital Real Estate Limited trading as RE/MAX PARTNERS:

Signed:	<input type="text"/>	Dated:	<input type="text"/>
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Signed by Jeff Bracegirdle or his authorized agent

Jeff Bracegirdle Licensed R.E.A.A. 2008 as Agent's Representative and authorized signatory; c/- PO Box 303-512, North Harbour 0751, Auckland

