

# MUTUAL NON-DISCLOSURE AGREEMENT

Please read the following Mutual Non-Disclosure Agreement (“**Agreement**”) carefully.

By signing this document, you are consenting to be bound by and are becoming a party to this Agreement.

For the purposes of this Agreement, “**Business**” means the business described here: **[INSERT FLIPPA LISTING LINK HERE]** which is currently offered for sale on Flippa.com.

“**Seller**” means the owner of the Business.

“**You**” or “**Your**” or “**Buyer**” means the person or company who is interested in acquiring the Business.

For the purpose of this Agreement, You and the Seller are each a “**Party**” and collectively “**The Parties**.”

1. This Agreement is effective as of the date of Your acceptance of this Agreement.
2. You wish to evaluate the Business and engage in discussions with the Seller in connection with Your possible acquisition of the Business (“**Purpose**”).
3. Each Party (each, a “Disclosing Party”) wishes to disclose certain Confidential Information to the other Party (each, an “Obtaining Party”) relating to the Purpose. The Parties enter into this Agreement to protect the confidentiality of the Confidential Information, on the terms set out below.
4. Each Party acknowledges and agrees that it may be both an Obtaining Party and Disclosing Party, and that the terms of this Agreement are binding upon it as an Obtaining Party and enforceable by it as a Disclosing Party.
5. “Confidential Information” means any information provided by the Disclosing Party or any of its Personnel to the Obtaining Party or any of its Personnel for or in connection with the Purpose: (a) information designated as confidential by the Disclosing Party; (b) information imparted in circumstances of confidence; or (c) information that the Obtaining Party knows, or ought to know, is confidential, but does not include information which is already known by the Obtaining Party at the time it is disclosed, or which is or becomes public knowledge other than by a breach of this Agreement.
6. “Personnel” means any employee, officer, agent, contractor, subcontractor, student or volunteer of a Party, and any employee, officer, agent, contractor, subcontractor, student or volunteer of a contractor or subcontractor, but excludes the other Party and its Personnel.
7. Each Party acknowledges and agrees that the Confidential Information is valuable.
8. In consideration for the Disclosing Party providing the Confidential Information to the Obtaining Party, the Obtaining Party accepts and agrees to keep the Confidential Information confidential in accordance terms of this Agreement.
9. Subject to clause 10, the Obtaining Party must (a) keep the Confidential Information confidential and preserve its confidential nature; and (b) not use or disclose or permit the use or disclosure of Confidential Information for any purpose other than the Purpose.
10. This Agreement does not prohibit the use or disclosure of Confidential Information (a) required to be disclosed by the Obtaining Party by law or pursuant to the rules of any securities exchange; (b) by the Obtaining Party to its legal or other advisers, subject to the relevant

adviser being subject to confidentiality obligations or a confidentiality undertaking in a form reasonably satisfactory to the Disclosing Party; (c) which is necessary for the Purpose, but only to the extent necessary for the Purpose; (d) to an auditor solely for the purposes of an audit; or (e) which the Disclosing Party has agreed in writing may be used or disclosed by the Obtaining Party, provided such use or disclosure is in accordance with the terms of that agreement.

11. The Obtaining Party must ensure (a) its Personnel are made aware of the confidential nature of the Confidential Information and the terms of this Agreement before being provided with or having access to Confidential Information; and (b) its Personnel do not do or fail to do anything that, if done or not done, would amount to a breach of the Obtaining Party's obligations under this Agreement.
12. If the Obtaining Party becomes aware that it has or may have breached this Agreement, it must immediately notify the Disclosing Party and take all reasonable steps required to stop the breach.
13. Unless the Parties agree otherwise in writing, this Agreement and the obligations under this Agreement continue in full force and effect for three (3) years from the Commencement Date.
14. The Obtaining Party acknowledges that the Confidential Information remains the property of the Disclosing Party at all times and that this Agreement does not convey to the Obtaining Party or any of its Personnel any proprietary or other interest in the Confidential Information.
15. The Obtaining Party must, promptly upon request by the Disclosing Party, return or destroy all material containing Confidential Information in its possession, power or control, which was either received from the Disclosing Party or which the Obtaining Party has generated.
16. The Obtaining Party acknowledges that disclosure of any Confidential Information in breach of this Agreement would cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy.
17. The Obtaining Party consents to the grant of injunctive relief to restrain any breach of this Agreement, or specific performance to compel the Obtaining Party to perform its obligations under this Agreement, as a remedy for any breach or threatened breach of this Agreement and in addition to any other remedies available to the Disclosing Party.
18. The Obtaining Party indemnifies the Disclosing Party against any claims, loss, damages, costs and expenses (including legal costs on a solicitor and own client basis) that the Disclosing Party incurs or suffers directly or indirectly as a result of a breach of this Agreement by the Obtaining Party, or any unauthorised use or disclosure of the Confidential Information by the Obtaining Party or its Personnel or a person who received Confidential Information from any of them.
19. This Agreement is governed by the laws of New South Wales, Australia. The Parties agree to submit to the non-exclusive jurisdiction of its courts.
20. This Agreement shall be binding upon and for the benefit of the Parties, their successors and assigns.
21. This Agreement constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all prior written or oral agreements or undertakings regarding that subject matter.
22. Neither Party may assign this Agreement (or any right under it) to another person without the prior, written consent of the other Party.

23. This Agreement may be executed in any number of counterparts. All counterparts when exchanged will be taken to constitute one document.

24. The termination or expiry of this Agreement for any reason will not extinguish the obligations of the Parties which, either expressly or by their nature, are intended to survive termination or expiry, including clause 9.

Signed by Seller on            \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Seller Name

Signed by Buyer on            \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Name