

CONFIDENTIALITY AGREEMENT

Non Disclosure & Non Circumvention

THE AGREEMENT BETWEEN

The Vendors of the Business (the Vendor) represented by Harcourts Grenadier Real Estate Limited (The Broker for the Vendor)

AND _____
(the Enquirer)

represented by _____

The subject matter is the activity and knowledge that is specifically related to the Vendor's Business and any other business introduced to the Enquirer by the Broker.

(The name of Business if known, or listing number i.e. CIB1234)

The Enquirer acknowledges that the Broker is the properly authorised agent of the Vendor and has introduced the Enquirer regarding the business or activity of the Vendor. The Enquirer agrees not to make any direct approach to the Vendor, or the Vendor's staff, any other agent or supplier of goods or services to the Vendor's business, without the prior knowledge and consent of the Broker.

Furthermore the Enquirer agrees to direct any questions or requests for information concerning the operation of the Vendor's business through the Broker and not directly to the Vendor without the prior knowledge or consent of the Broker. Any actual or attempted circumvention or unauthorised disclosure by the Enquirer may invoke financial penalties (see clause (e) herein).

It is hereby understood and agreed by the signatories hereto:

- a. That each and every party hereto acknowledges the patents (if any) copyright and any other intellectual property or property rights held by the other party in any matter related to the activity and knowledge specified above.
- b. That each directly undertakes not to use any information, written material, goods or details of any goods related to the activity and knowledge referred to above in any way directly or indirectly as Principal, Trustee, Agent, Employee or otherwise at any time.
- c. That each party undertakes to protect the interests of the other party and further agrees that names of Principals, Trustees, Agents or other contacts or relationships learned directly or indirectly in the course of negotiation or enquiries of the above mentioned activities, whether directly or indirectly, shall not be disclosed or circumvented and that each party shall refrain from any negotiation or participation in any transaction with any of the revealed contacts specifically stated herein, without first obtaining in writing the permission from the Vendor relative to the above described activities.
- d. That the Enquirer hereby irrevocably agrees to accept full responsibility and liability for their financial and business advisers or other related third parties to maintain the confidentiality of information relating to any other transaction negotiated or being negotiated. Each party hereto agrees, warrants and covenants not to, in any way whatsoever, circumvent, or permit any other person(s) to disclose information in relation to the subject matter of this Agreement.

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e. That in the event of circumvention and/or disclosure, either directly or indirectly, the injured party shall be entitled to claim a monetary payment as a penalty award, equal to either the maximum fees they should have realised from the intended transaction and/or to claim damages for any other losses calculated to have been caused by the unauthorised disclosure of confidential information to any other party. Such claim shall include all legal costs and interest accrued in the recovery of such fees or payments.

f. The confidential information supplied to the Enquirer remains the sole property of the Vendor and the Enquirer agrees to return to the Broker all written information, including all photocopies, accounts, leases, budgets and other proprietary information supplied to them in relation to the Vendor's business, immediately upon any decision to terminate discussions, not proceed for any reason, or in the event of a sale to any other party.

g. That the Enquirer acknowledges that the Broker is acting as a conduit: the information supplied by the Broker is merely a compilation of material supplied by the Vendor and does not represent an expression of opinion nor constitute a warranty as to validity, accuracy or reliability of the information by the Broker or NAI Harcourts Group or Grenadier Real Estate Limited, which parties accept no liability in respect of the information supplied.

h. That this agreement is binding upon all parties herein and shall be governed by the Laws of New Zealand.

I acknowledge that I have read, understand and agree to the contents of this document.

Signed: _____ Date: _____

Name: _____ Phone: _____

Home Address: _____ Mobile: _____

_____ Fax: _____

_____ Email: _____

NOTE: Before proceeding, any prospective purchaser is advised to contact their own Legal, Accounting or other professional or financial advisors to verify and evaluate the proposal.

Please return this form to:

NAI Harcourts

Grenadier Real Estate Ltd.

P 03 371 9126 | F 03 371 9189

E admin.commercial@naiharcourts.co.nz

PO Box 1625, Christchurch 8140

