

Confidentiality Deed



www.yourpharmacybroker.com.au
ACN 682 675 725

Discloser of confidential information	Your Pharmacy Broker ABN: 42 682 675 725
Recipient	Company Name/ Individual ("You")
	ABN (if applicable)
	Address
	Email
	Phone
Name of business to be shown by Your Pharmacy Broker	All information provided by Your Pharmacy Broker to the recipient is to remain confidential at all times. This agreement is ongoing and covers all information of any pharmacy business we provide to the recipient.
Vendor	To be confirmed ("the Vendor")
Confidential Information covered ("Information")	Any products or information in any form or medium we make available to you, on behalf of the Vendor, in connection with an investigation of the Business ("Project").
Date of agreement	/ /
Acknowledgements by Recipient	Any Information regarding the purchase of the Business has been formulated on information supplied to us by the owner of the Business. We have not audited the Information provided and accordingly cannot imply or express an opinion or any other form of assurance, including as to the completeness or accuracy of any information. To the extent permitted by law, we accept no responsibility to any person for loss or damage occasioned by reliance on the Information or for any error or omissions therein, however caused. We also warn you that any indication of past performance was and is in no way a warranty or representation that new owners would be able to achieve such results in the future. We strongly recommend that purchasers obtain specialist professional advice for their specific circumstances. The vendor and/or Your Pharmacy Brokers may suffer loss and damage from any breach by you of any of the duties under this agreement.

General Terms

When must we disclose the information to you? 1.1 We must make that part of the confidential information available to you that we consider in our sole discretion to be necessary for you to carry out the Project 1.2 The confidential information always remains our property or that of the Vendor. This agreement does not give you any right, title or interest in it. How must you treat it? 2.1 You must use the confidential information solely for the purpose of carrying out the Project. You must not use or exploit it for your own benefit or for any other purpose or allow any other person to do so without our written consent. 2.2 You must not disclose it, and must ensure that your employees, contractors and agents do not disclose it to any other person except as required to carry out the Project and then only on a confidential basis. 2.3 You must take reasonable steps to protect the confidential information and keep it secure from unauthorised persons. 2.4 You must inform us immediately if:	(a) You become aware or suspect that there has been a breach of these obligations; or (b) You are required to disclose the information by law. 2.5 At the end of the Project or if we ask for it earlier, you must return the confidential information, and all copies, notes and memorandums relating to it, to us as we direct. 2.6 You do not have to treat as confidential information: (a) Which is or becomes part of the public domain, except information that is or becomes so because it has been disclosed without authority; or (b) which is lawfully known to you before the date of this agreement; or (c) which is or becomes available to you from another person who is in possession of it lawfully and can disclose it to you on a non-confidential basis; or (d) which you are required by law to disclose but you must seek to limit that disclosure in any way we reasonable request.	Indemnity 3.1 You indemnify us against all loss, damage, expense and costs arising because you do not observe the condition of this agreement for any reason. Duration 4.1 Your obligations under this agreement continue after the Project ends. General 5.1 This agreement contains the entire agreement between you and us and takes the place of all other statements about the confidential information. 5.2 This agreement may be varied only if you and we agree in writing. 5.3 If we do not exercise a right at any time in connection with a default under this agreement, this does not mean that we have waived the right or cannot exercise it later. 5.4 This agreement is covered by the laws in the State of Victoria. You and we submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
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Signed as a Deed

Recipient

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Name of Recipient