

NON-DISCLOSURE AGREEMENT

AGREEMENT made this day of 20..... between ASCEND CORPORATE PTY LTD , REAL ESTATE & BUSINESS AGENTS, (ASCEND) of Suite 4, 1292 Hay Street West Perth in the State of Western Australia, ("ASCEND ") of the one part, and

Name:Name:

Company:(ABN).....

Address:

Phone: Fax: Mobile: Email:

in the State of Western Australia, ("RECIPIENT") of the other part, IN CONSIDERATION of ASCEND disclosing to the RECIPIENT relevant information and financial details relating to a certain business or businesses belonging to a third party or parties ("OWNER") in recognition of the proprietary nature of that information and those details, the RECIPIENT hereby agrees:

1. That everything which ASCEND and/or the OWNER discloses, and which is properly capable of being regarded as proprietary information of ASCEND and/or the OWNER, regardless of the form of disclosure, will be treated in confidence by RECIPIENT, its partners/and of its employees, and other associated or proprietary companies, and will not be used by RECIPIENT, its partners and/or its employees for any purpose other than:-
 - a. Conducting an evaluation and determining RECIPIENT'S interest in entering into an agreement exclusively through ASCEND to purchase the whole or portion of the said business or businesses; and
 - b. Such purposes as may be contained in any formal agreement that may be entered into between RECIPIENT and OWNER.
2. That such confidential information provided to you is given to us by the business owner or created from that information and passed on in good faith. ASCEND cannot guarantee its accuracy. ASCEND are not responsible for any inaccurate information and that you the RECIPIENT agree that it is necessary to verify the information before relying on it.
3. That disclosures of all such information and details shall be limited to only those professional advisers, partners or employees of RECIPIENT which are reasonably required to be in possession of said information and details; and
4. To immediately return to ASCEND all such information and other details in written form, including any drawings and any copies made of written information and drawings or notes, summaries or extracts thereof if and when requested by ASCEND.
5. THE RECIPIENT will respect that all negotiations will be with the agent direct and agrees not make contact with THE OWNER, owner's staff and/or any other person associated with the business without prior consultation or agreement with the Agent.
6. The fact that the business belonging to the OWNER is being offered for sale will be treated in confidence by the RECIPIENT, its partners, its employees and/or its professional advisers, and any other associated or proprietary companies, and will not be revealed by the RECIPIENT, its partners, its employees, its professional advisers and/or any other associated or proprietary companies to any third party or parties."

EXECUTED unconditionally as an agreement:

Signed by the RECIPIENT (Individual /s).....(Name).....

Signed by the RECIPIENT (Individual /s).....(Name).....

Signed by the RECIPIENT (Company).....(Director).....(Director / Secretary)

PLEASE FAX THE COMPLETED FORM TO (08) 9480 3277 or email to office@ascend.com.au