



Non-Disclosure Agreement

**Non-Disclosure Undertaking by _____ (“The Company”)
And Non-Disclosure Undertaking by _____ (“The Recipient”)
being the party interested in purchasing the Business And / Or Premises.**

1. The Recipient acknowledges that upon expressing its interest in the Premise and at its request, certain financial and other confidential information pertaining to the Premise (any such information and/or documents hereinafter known as **“the Information”**) were provided by Momentum&Co to the Recipient.
2. The Recipient further acknowledges and agrees that: -
 - (a) all the Information were provided to Momentum&Co to by the owner of the business and/ or the Premises (“the Owner”);
 - (b) no investigation or due diligence on the Information has been carried out by Momentum&Co does not guarantee the validity or accuracy of the Information; and
 - (c) Momentum&Co has strongly recommended the Recipient to carry out its own due diligence and to consult a qualified accountant or financial advisor before signing any agreement to purchase.
3. The Recipient hereby undertakes: -
 - (a) to keep the Information in strictest confidence;
 - (b) to use the Information solely for the purposes of evaluating the opportunity offered by the Owner, whether it be to purchase the Premises;
 - (c) not to use or allow the Information to be used to gain a Premises or other advantage in favour of the Recipient or other party and not to allow the use of the Information to harm or disadvantage the Owner;
 - (d) to discuss the Information only with, or disclose the Information only to, professional advisors of the Recipient who have agreed to be bound by this non-disclosure undertaking;
 - (e) to keep the Information and all copies, notes and other records of the Information secure and under its strict control;
 - (f) to return all the Information and all copies, notes and other records of the Information to Momentum&Co immediately upon request by Momentum&Co;
 - (g) not to discuss the Recipient’s interest in the Owner or the Premises offered by the Owner with the Owner’s customers, employees or with any other party;
 - (h) not to disclose to any party the Information or that any discussions have been held in respect of the Information, the Owner or the Premises offered by the Owner; and
 - (i) to comply with the terms in Clause 3 herein, even if the Recipient should decline to proceed with the purchase of the Premises.
4. The Recipient makes this undertaking in favour of and for the benefit of the Owner and Momentum&Co, either of whom may enforce its terms and/ or recover damages for its breach; and submits to the jurisdiction of the Victorian Courts and the applicability of Victorian law to this undertaking.
5. If the Recipient is a proprietary company or a body corporate, the signatory and all the directors and shareholders of the Recipient shall be bound by this non-disclosure undertaking and will be personally liable to the Owner and Momentum&Co for its breach.
6. The term Recipient shall mean the person or persons, entity or entities respectively described and if there is more than one recipient they shall be bound jointly and severally hereunder.
7. The Recipient is aware that generally the Owner pays the commission to the agent. However, in the event that the recipient tries to avoid the agent and privately purchase any of the business/es introduced by Momentum&Co within twelve months from the date hereof, the recipient agrees to pay Momentum&Co the commission stated on the authority entered with the Owner.

This Authority was entered into this ____/____/____

Signed for and on behalf of the Recipient: _____ Full Name: _____

Address: _____

AH: _____ BH: _____ Mobile: _____

Email Address: _____ Driver Licence No.: _____

The Recipient is bound by the terms and conditions of this Non-Disclosure Agreement in respect of all the businesses recommended by Momentum&Co at any time and from time to time including but not limited to the businesses listed above

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