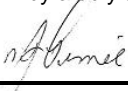


Part A: Agreement Details

Item 1 Party 1	Name: AUSTRALIAN BUSINESS SALES CORPORATION PTY LTD Address: Suite 3 Level 27 Governor Phillip Tower, 1 Farrer Place, Sydney NSW, 2000 All notices to be sent to the attention of: Noel Currie - noel@australianbusinesssales.com.au
Item 2 Party 2	Name: Address: ABN: All notices to be sent to the attention of:
Item 3 Background	The parties possess commercially valuable Confidential Information which has been disclosed or may in future be mutually disclosed. In consideration for the parties: (a) disclosing the Confidential Information to each other; or (b) allowing each other to use the Confidential Information for the Approved Purpose, the parties agree to the restrictions on using and disclosing that Confidential Information set out in this Confidentiality Agreement.
Item 4 Confidential Information	Confidential Information means any information, regardless of its form, created at any time and disclosed by the Disclosing Party to the recipient party, or learnt or accessed by the recipient party in connection with the Approved Purpose, or to which the recipient party is exposed in connection with the Approved Purpose and includes: (a) information relating to the Disclosing Party or any of its Related Bodies Corporate; (b) information relating to the Approved Purpose; (c) information obtained or created by the Disclosing Party or any Representative in the course of the Approved Purpose; (d) the terms, conditions and existence of this Agreement; (e) information which is marked as confidential; (f) information which by its nature is confidential; (g) information which the recipient party knows or ought to know is confidential; and (g) the documents described in Item 8 below. Confidential Information excludes information which, without breach of this Agreement or other breach of confidence: (1) is or becomes public knowledge; (2) the recipient party already knew before receiving the information from the Disclosing Party; (3) has been independently developed or acquired by the recipient party; or (4) was obtained from a source other than the Disclosing Party or its Related Body Corporate or Representative notified in writing by the recipient party.
Item 5 Approved Purpose	Disclosure is to evaluate communication and potential for business growth and development
Item 6 Representations	This item has intentionally been left blank.
Item 7 Special Conditions	Not applicable
Item 8 Specific Confidential Documents	All confidential information relating to the business described in advertisement as: Reference number:

Part B: Execution

Executed as an agreement:

SIGNED for AUSTRALIAN BUSINESS SALES CORPORATION PTY LTD by a duly authorised officer:  _____ Signature of authorised person / date NOEL CURRIE _____ Name and title of authorised person (print) Dated:	SIGNED for PARTY 2 by a duly authorised officer: _____ Signature of authorised person / date _____ Name and title of authorised person (print) Dated:
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Part C: Standard Terms and Conditions

1. INTERPRETATION

1.1 Definitions

In this Agreement: **Agreement** means this agreement and any schedules and annexures attached to it.

Approved Purpose means the purpose described in the **Item 5 of Part A** of this Agreement.

Confidential Information means the information described in the **Item 4 of Part A** of this Agreement and any documents listed at **Item 8 of Part A** of this Agreement.

Disclosing Party means the party disclosing Confidential Information. (Including any principal the Disclosing Party represents).

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, including all present and future rights in relation to or in connection with copyright (including moral rights), trademarks, domain names, circuit layouts, designs, patents and inventions, formulae, databases, business processes and methods, trade secrets and know-how, business or company names, whether registered or not, together with any right to registration of such rights, whether created before or after the date of this Agreement.

Privacy Law means all legislation relating to the collection, use, disclosure, storage or granting of access rights to information.

Recipient means the party receiving Confidential Information.

Related Body Corporate has the meaning given under section 50 of the *Corporations Act 2001 (Cth)*.

Representative means directors, officers, employees, financial or legal advisers, or agents of a party or of any Related Body Corporate of a party.

Special Conditions means the conditions identified in **Item 7 of Part A**.

1.2 Interpretation Unless expressed to the contrary, in this Agreement: (a) the Special Conditions (if any) in **Item 7 of Part A** prevail to the extent of any conflict with the remaining provisions of this Agreement; (b) the word "person" includes a natural person and anybody or entity whether incorporated or not; (c) a party may give or withhold any consent to be given in its absolute discretion and may impose any conditions on that consent; (d) an inclusion means an inclusion without limitation; and (e) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

2. CONFIDENTIAL INFORMATION

2.1 Acknowledgement of Confidentiality The parties acknowledge and agree that: (a) the Confidential Information is secret and confidential to the Disclosing Party; (b) the Recipient is bound by and has a duty to comply with any applicable Privacy Law; and (c) this agreement applies to Confidential Information disclosed both prior to and after the date of this Agreement.

2.2 Duty of confidentiality (a) The Recipient must keep all Confidential Information secret and confidential. (b) The Recipient must not make use of Confidential Information of the Disclosing Party to the commercial, financial or competitive disadvantage of the Disclosing Party.

2.3 Disclosure The Recipient must not disclose or allow to be disclosed the Disclosing Party's Confidential Information to any person except: (a) as required by law, provided that the Recipient gives the Disclosing Party reasonable prior written notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order; (b) with the prior written consent of the Disclosing Party; or (c) to Representatives of the Recipient to the extent that they need to know for the Approved Purpose, provided the Recipient has an appropriate agreement with such Representative sufficient to require that Representative to treat the Confidential Information in accordance with this Agreement.

2.4 Use of Confidential Information the Recipient must only use the Confidential Information for the Approved Purpose.

2.5 Compliance The Recipient: (a) must notify the Disclosing Party immediately in writing if it becomes aware of any suspected or actual breach of this Agreement; (b) is responsible for any use or disclosure of the Confidential Information by its Representatives which is contrary to this Agreement; and (c) must comply with any reasonable directions issued by the Disclosing Party regarding a suspected or actual breach of this Agreement.

2.6 Uncertainty If there is any uncertainty as to whether: (a) any information is Confidential Information; (b) any Confidential Information is freely available to the public; or (c) whether a particular use of Confidential Information is for an Approved Purpose, that information must: (d) be treated as Confidential Information and not used; and (e) assumed not to be for an Approved Purpose, unless the Disclosing Party notifies the Recipient in writing to the contrary.

2.7 Security of Confidential Information the Recipient must use effective security measures to protect all Confidential Information from unauthorised access, use, copying or disclosure.

2.8 No unauthorised copies The Recipient must not copy or record any part of the Confidential Information except as is strictly necessary for the Approved Purpose.

3. RETURN OR DESTRUCTION

3.1 Return or destruction Whenever the Disclosing Party requests, the Recipient must, at the Disclosing Party's option, immediately return or destroy all Confidential Information so that it cannot be recovered or reconstructed in any way.

3.2 Obligations to continue after materials returned Return or destruction of Confidential Information does not release the Recipient or its Representatives from their obligations under this Agreement.

3.3 Recipient must certify At the Disclosing Party's request, the Recipient

must certify in writing that it has complied with the Disclosing Party's instructions under **clause 3.1**.

4. INTELLECTUAL PROPERTY AND OTHER RIGHTS

4.1 Intellectual Property The Recipient will not claim any Intellectual Property Rights: (a) in any Confidential Information; or (b) arising from the use of the Confidential Information by the Recipient and its Representatives.

4.2 No licence granted by this Agreement No licence (other than the limited licence to copy granted to the Recipient by **clause 2.8**), interest of a proprietary nature or other Intellectual Property Rights relating to the Confidential Information is transferred or granted to the Recipient by this Agreement or any disclosure of Confidential Information.

5. LIABILITY

5.1 No warranty Confidential Information is accurate The Recipient acknowledges that the Disclosing Party does not represent or warrant that the Confidential Information is accurate or complete.

5.2 Disclosing Party not liable The Disclosing Party is not liable: (a) for errors, omissions or inaccuracies of any kind in respect of the Confidential Information; (b) to the Recipient, its Representatives or any other person in relation to the use of the Confidential Information by the Recipient, its Representatives or any other person.

5.3 Release by Recipient The Recipient releases the Disclosing Party to the fullest extent permitted by law from any claim regarding any person's reliance on Confidential Information.

6. INJUNCTIVE RELIEF

6.1 Recipient's acknowledgments The Recipient acknowledges and agrees that a breach of this Agreement may cause the Disclosing Party to suffer loss, damage or expense for which damages may not be an adequate remedy. Therefore the Recipient agrees that the Disclosing Party may immediately seek to restrain, including by ex parte injunction or similar remedy, any conduct, actual or threatened, which is in breach of this Agreement.

7. INDEMNITY

Recipient's Indemnity The Recipient indemnifies the Disclosing Party in full for all loss or damage that the Disclosing Party reasonably incur in connection with a breach of this Agreement caused either directly or indirectly by the Disclosing Party, its Representative or Related Body Corporate (this includes all legal costs and expenses incurred to enforce the Disclosing Party's rights under this Agreement on a solicitor and own client basis, whether awarded by a Court or not). This indemnity survives termination of this agreement.

8. GENERAL

8.1 Term This Agreement and the duties of confidentiality it contains shall continue in perpetuity.

8.2 Benefit The Recipient must perform this Agreement for the benefit of the Disclosing Party and its Related Body Corporate.

8.3 No restriction in use or dealings with third parties This Agreement does not restrict the Disclosing Party's right to use the Disclosing Party's Confidential Information, or disclose the Disclosing Party's Confidential Information to third parties for any purpose.

8.4 Amendment This Agreement cannot be varied or amended except in writing signed by both parties.

8.5 Waiver and exercise of rights No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver.

8.6 Governing law and jurisdiction This Agreement is governed by the laws applicable in Queensland and each party submits to the non-exclusive jurisdiction of the courts of Queensland.

8.7 Assignment Neither the Recipient nor any of its Representatives may assign this Agreement without the Disclosing Party's prior written consent.

8.8 Entire understanding (a) This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement and supersedes all prior agreements, arrangements, understandings and prior communications in any form between the parties. (b) The Recipient acknowledges that it has had the opportunity to incorporate into **Item 6 of Part A** any material statements or representations made by the Disclosing Party upon which the Recipient placed reliance in entering into this Agreement. The Recipient therefore disclaims that it has relied on any statements or representations not contained in this Agreement. Statements or representations included in **Item 6 of Part A** are included for evidential purposes only and do not form part of this agreement.

8.9 Relationship of parties This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the parties.

8.10 Counterparts This Agreement may be executed by the parties in counterpart. All executed counterparts constitute one document.

8.11 Severability A term or part of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of this Agreement will remain in force.

8.12 Disclosing Party The Recipient acknowledges that the Disclosing Party may be acting as an agent for a principal relating to the Approved Purpose when disclosing Confidential Information to the Recipient. In this event any breach of this Agreement by the Recipient may result in loss or damage incurred by the principal of the Disclosing Party. The Disclosing Party or the principal of the Disclosing Party may seek to enforce the rights under this agreement against the Recipient in the event of a breach causing loss to the the principal of the Disclosing Party. The Recipient agrees that the principal of the Disclosing Party may enforce rights against the Recipient under this agreement in the event of a breach of the Agreement by the Recipient.

Prospective Buyer Registration, Disclaimer and Confidentiality Agreement

Notice to Agent: Prior to completing this form the prospective buyer must complete the Privacy Notice and Consent.

AGENCY DETAILS:

AGENCY NAME: Australian Business Sales Corp Pty Limited ABN: 96057995025
CONTACT NAME: Noel Currie
ADDRESS: Suite 3- 27 Governor Phillip Tower
1 Farrer Place
SUBURB: Sydney STATE: NSW POSTCODE: 200
PHONE: 1300 722 556 MOBILE: 0418741814 FAX: 07 3054 1980 EMAIL: noel@australianbusinesssales.com.au

PROSPECTIVE BUYER REGISTRATION

BUYER DETAILS:

NAME: _____
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
EMAIL: _____
BUSINESS ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
ABN: _____ BUSINESS PHONE: _____ AFTER HOURS PHONE: _____ MOBILE PHONE: _____

If enquiring on behalf of a company, please nominate company name: _____

Do you have authority to sign on their behalf? Yes No

Source of Enquiry: Newspaper Magazine Website Other (please specify): _____

Referral: _____

For our records and future reference only. Should you proceed with a business purchase, please supply your:

SOLICITOR: _____
CONTACT: _____
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
PHONE: _____ FAX: _____ EMAIL: _____

ACCOUNTANT: _____
CONTACT: _____
ADDRESS: _____
SUBURB: _____ STATE: _____ POSTCODE: _____
PHONE: _____ FAX: _____ EMAIL: _____

BUSINESS PREFERENCES

CATEGORY

- | | | | |
|--|--|---|-------------------------------------|
| <input type="checkbox"/> Distribution | <input type="checkbox"/> Export | <input type="checkbox"/> Franchise | <input type="checkbox"/> Freehold |
| <input type="checkbox"/> Hire | <input type="checkbox"/> Home Based | <input type="checkbox"/> Import | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Managed | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Migration Visa | <input type="checkbox"/> Outdoor |
| <input type="checkbox"/> Part Time | <input type="checkbox"/> Retail | <input type="checkbox"/> Service | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Other (please specify): _____ | | | |

TYPE

- | | | | |
|--|---|---------------------------------------|---|
| <input type="checkbox"/> Accommodation | <input type="checkbox"/> Agriculture/Horticulture | <input type="checkbox"/> Automotive | <input type="checkbox"/> Beauty/Health |
| <input type="checkbox"/> Books/News | <input type="checkbox"/> Building | <input type="checkbox"/> Child Care | <input type="checkbox"/> Fashion/Clothing |
| <input type="checkbox"/> Café/Takeaway | <input type="checkbox"/> Food Other | <input type="checkbox"/> Gifts | <input type="checkbox"/> House/Garden |
| <input type="checkbox"/> I.T. | <input type="checkbox"/> Leisure/Tourism | <input type="checkbox"/> Marine/Sport | <input type="checkbox"/> Professional |
| <input type="checkbox"/> Restaurant/Liquor | <input type="checkbox"/> Store/Supermarket | <input type="checkbox"/> Trade | <input type="checkbox"/> Transport |
| <input type="checkbox"/> Other (please specify): _____ | | | |

Specific Business: _____ Desired Earnings: _____
Price Range: _____ Return on Investment: _____
Lifestyle Preference: 5 days 6 days 7 days Open Preferred Location: _____

BUSINESS AND EMPLOYMENT EXPERIENCE

Current Employment or Business:

Past Employment or Business:

FINANCE

When will you be ready to purchase? Now Later (please specify): _____
How will you fund your purchase? Cash: \$ _____ Borrowings: \$ _____

EQUITY

Market value of family home: \$ _____ Equity: \$ _____
Market value of investment properties: \$ _____ Equity: \$ _____
Market value of other investments: \$ _____ Equity: \$ _____

CONFLICT OF INTEREST

Are you currently involved in the type of industry in which you have enquired? If so, please nominate name and type of business.

HOW LONG HAVE YOU BEEN LOOKING FOR A BUSINESS?

DISCLAIMER AND CONFIDENTIALITY AGREEMENT

I/We, being the person/people named in the Schedule set out above, acknowledge that I/we are prospective buyer(s) of a business and acknowledge and agree as follows:

- Any materials supplied by Sellers relating to the businesses may include:
 - Non-verified and non-audited trading results and/or profit and loss reports
 - Related industry's averaged and/or approximate costs/expenses and projected trading estimationAll information supplied is my/our responsibility to verify and confirm, and I/we agree not to hold the Agent and/or its salespersons and authorised personnel responsible for its accuracy, liability, or loss suffered by me/us in relation to the information contained in any business profile.
- Business profiles and materials and all things connected and related to any business are confidential, and we agree not to disclose them to any other person except our legal, accounting, financial advisers and bankers, but then only on the basis that they have agreed to keep the information confidential.
- I/We agree not to disclose or to use information or contacts provided to us or other parties who may become competitors.
- All inspections of businesses are to be by an appointment arranged and organised through the Agent only, and I/we agree not to attempt to inspect any business or the premises upon which any business is carried on or to contact any Seller or their employees directly other than through and with the Agent.
- I/We understand that the Agent and or its personnel are not investment and financial advisors. Their role in this matter is to simply relay information of any business in question, as provided by any Seller in their capacity as a representative of the Seller.
- I/We understand the Agent does not:
 - investigate the truth or accuracy of the information given to us nor go through any due diligence process in relation to it.
 - make any professional or other judgement about the materials supplied by any Seller.
 - assess the truth or accuracy of the information provided to us by any Seller.
- I/We agree to respect and safeguard the privacy of any Seller by returning the business profiles, and any related material to the Agent, and destroy any copies if I/we do not proceed to purchase any business.
- I/We agree to advise the Agent immediately that I/we have been previously introduced to the same business by another agent.

I/We agree to be included on the Agent's Client/Customer database Yes No

I/We acknowledge that I/we agree to the above conditions and agree to be bound by them.

SIGNATURES:

Signature: _____

For and on behalf of: _____

Date: _____

Signature: _____

For and on behalf of: _____

Date: _____