



P H A R M A C Y
B R O K E R S

CONFIDENTIALITY DEED & DISCLAIMER

BETWEEN: **("the Pharmacist")**
OF:

AND: **Rx Pharmacy Brokers Pty Ltd ACN 625 102 963 ("the Agent")**
OF: **PO Box 2619, Rowville VIC 3178**

RECITALS

The Agent and the Pharmacist have decided in principle to consider the potential purchase of the pharmacy known as and located at,

("the Business")

THE AGREEMENT AND DISCLAIMER

1. The Agent has been engaged by the vendor(s) of the Business (**Vendor**) with the view to sell the Business. The Pharmacist acknowledges being introduced to the Business by the Agent.
2. In order for the Pharmacist to assess the opportunity to purchase the Business, the Agent has agreed to provide certain documents and information related to the Business, such as but not limited to, a pharmacy profile, financial information, script and sales information, details of the lease and employees, (**Confidential Information**) subject to the following terms, which the Pharmacist acknowledges and agrees to:
 - a. the Confidential Information must only be used by the Pharmacist for the exclusive purpose of assessing whether the Pharmacist wishes to enter into an agreement to purchase the Business (**Permitted Purpose**);

- b. except as required by law, the Confidential Information must not be disclosed to any third party other than to the Pharmacist's professional advisors solely for the purpose of obtaining advice with respect to the Permitted Purpose, and subject to the Pharmacist ensuring that its professional advisors maintain the confidentiality of the Confidential Information as required by this Deed;
 - c. the Pharmacist will take necessary precautions to ensure that unauthorized persons do not gain access to the Confidential Information;
 - d. the Pharmacist receives no proprietary or other interest in the Confidential Information; and
 - e. if the Pharmacist elects not to proceed with the purchase of the Business or if upon request from the Agent, the Pharmacist must immediately return the Confidential Information to the Agent and destroy any copies of the Confidential Information and any derivatives of the Confidential Information, and in this regard the Pharmacist must ensure that its professional advisors who have accessed the Confidential Information do the same.
3. The Pharmacist acknowledges that the Vendor may incur substantial damage if the Pharmacist breaches its confidentiality obligations with respect to the Confidential Information and that monetary damages alone would not be adequate compensation for a breach.
4. The Pharmacist indemnifies the Agent and the Vendor jointly and severally against any claim, damage, loss, liability or expense suffered or incurred as a result of any breach of this Deed by the Pharmacist.
5. The Pharmacist agrees that (other than with respect to its professional advisors) it will not disclose to any third party that the Business is for sale (unless this is already public information) or that it has entered into discussions with the Agent regarding the potential purchase of the Business.
6. The Pharmacist agrees to not make contact with the Vendor, the Vendor's staff, the landlord of the premises out which the Pharmacy operates, or any other individual or entity associated with the Pharmacy without the prior written consent of the Agent.
7. The Pharmacist acknowledges that any of the information provided by the Agent, including the Confidential Information, has been provided by the Vendor or has been prepared based on information provided by the Vendor. The Agent does not make any representations, either expressly or implied as to its accuracy, disclaims any representations or warranties in this regard, and encourages the Pharmacist to independently verify such information.
8. The term of this Deed shall run for three years from the date of this Deed or 30 days after the settlement of the purchase of the Business by the Pharmacist (or its associated entities), whichever occurs first.

Executed as a Deed on the

day of

Signed by the Pharmacist

Witnessed by (Print name and sign)

Signed on behalf of the Agent

Name: