

CONFIDENTIALITY AND DISCLAIMER AGREEMENT

made on ____

BETWEEN

Miles Pty Limited, ABN: 25 107 791 891 ("Miles"); AND

_____ of _____, _____ ("**Recipient**")

In consideration of Miles providing the Recipient certain confidential and proprietary Information for the business(s) listed in the schedule below ("**Business**") the recipient agrees that such disclosure would be on the following terms.

1. In this Agreement "Confidential Information" means information in relation to the Business but excludes information:
 - 1.1. in the Recipient's lawful possession before disclosure by Miles;
 - 1.2. in the public domain;
 - 1.3. independently developed by the Recipient without any reliance upon Confidential Information;
 - 1.4. lawfully received by the Recipient from a third party which is not obliged to keep that information confidential.
2. The Confidential Information is provided solely for the purpose of the Recipient undertaking due diligence in relation to an investment in, or purchase of, the Business.
3. The Recipient must hold in the strictest confidence the Confidential Information and ensure that the Confidential Information is not disclosed to any third party other than for the purpose securing advice and recommendations from its advisers. The Recipient must require all such persons who have access to the Confidential Information to know the confidential nature of the information disclosed to them. Nothing in this clause prohibits any disclosure that is required by mandatory operation of law.
4. The Recipient must not use any of the Confidential Information except for the purpose stated in this agreement.
5. The Recipient acknowledges that as a result of receiving the Confidential Information, and during the course of the inspection of the Business, it will become aware of information regarding the Business which is personal to the Business and which has real financial value to the Business. The Recipient acknowledges that should such information become known to the Business's competitors or other parties interested in setting up a similar business in opposition to the Business or used by the Recipient in the operation of a similar business, that these actions could cause financial hardship to the Business and the Business might seek compensation.
6. The Confidential Information and any proprietary rights in the Confidential Information remain the property of Miles. This Agreement does not convey to the Recipient any interest in or to the Confidential Information.
7. If requested by Miles, the Recipient must immediately return all Confidential Information and any copies or extracts of any of the Confidential Information. The terms of this Agreement as to confidentiality survive indefinitely despite compliance with a request under this clause.
8. The rights and obligations in this Agreement are not exclusive of any provided by law.
9. This Agreement does not prohibit Miles from entering into similar agreements with any other party.

10. All inspections of the Business are to be by an appointment arranged through Miles only, and the Recipient agrees not to attempt to inspect the business or the premises upon which the business is carried on or contact the Business directly other than through and with Miles.
11. Miles does not warrant the truth, accuracy or completeness of the Confidential Information and the Recipient acknowledges that:
 - 11.1. any information provided by Miles may include
 - a) Non verified and unaudited trading results and or profit and loss reports;
 - b) Related industry averages and/or approximate costs/expenses, projected trading estimations.
 - 11.2. this information is to be used and accepted as a guide only and it is the Recipients responsibility to verify and confirm the accuracy of any information provided. The recipient agrees not to hold Miles and or its authorised personnel accountable for any liability, or loss suffered in relation to the information provided.
12. The Recipient acknowledges Miles are acting as an Agent for the Business and not an Agent for the Recipient and that Miles provided the introduction to the Business. The Recipient understands that Miles and or its personnel are not investment or financial advisers.

EXECUTED as an Agreement

Recipient	Miles
.....SignedSigned
.....Print NamePrint Name
..... Date Date

Recipient Details

Address.
.....
Phone No.Fax No.....
Mobile Phone No. e-mail address

Schedule

Specialist provider to Engineering and Resources sector
Global change management product.....
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