

Prospective Buyers Agreement & Confidentiality Agreement



The undersigned hereby agrees to the following:

1. Acknowledgement is given that information may be received and introductions may be made by P.J. Camm & Associates Pty Ltd (hereafter referred to as PJC) regarding accounting practices being available for sale, acquisition, purchase and/or merger.
2. Recognising that the transaction to purchase an accounting practice involves receipt of detailed information and that even disclosure of the fact that the accounting practice is for sale could cause damage to the seller, I agree to protect the seller's confidentiality. I promise not to disclose or discuss with any third parties, any accounting practice listed by PJC may be for sale, exchange, merger or transfer. I further agree not to disclose any facts learned about the practice to any third party including employees, customers, clients or other prospective buyers. Information and/or records obtained shall not be used for competitive purposes in any business, present or future. At the conclusion of our discussions and/or upon demand of the Seller, all information, including written notes, photographs, memoranda, or notes taken, shall be returned to the Seller. The information shall not be disclosed to any employees or third party unless they agree to execute and/or be bound by the terms of this agreement.
3. In consideration of the information received, I agree that should I buy or come into possession of a practice referred by PJC within two years from this date, I will protect PJC's right to commission. I understand (a) that PJC has a listing agreement or contract with the owner or their authorized agent providing for a commission payment; (b) that commissions are paid by the seller in the event of a sale, purchase, merger or acquisition; and (c) that the commission is paid from the proceeds of the sale. I agree that PJC's fee consideration will be clearly stated in any "agreement" entered into between the undersigned and any accounting practice introduced to us by PJC and paid in full at settlement. I agree to give PJC 48 hours advanced notice of the settlement or transfer of any practice referred by PJC.
4. I agree that PJC in bringing the buyer and seller together has fulfilled its primary function and further agree to hold PJC harmless for any liability arising out of the sale of the accounting practice. I acknowledge that PJC is not a solicitor and that any contracts and/or agreements drafted or delivered by PJC are the sole responsibility of the Seller and Buyer, not PJC. That all information is provided by the Seller and is not verified in any way by PJC, therefore PJC makes no warranty, expressed or implied, as to such information. I will perform adequate investigation to reach an informed judgment about the representations of the Seller and will not rely upon the advice, representations, assurances or opinions of PJC.
5. I understand that I may be required to provide references and financial information before a sale/merger is finalised. In addition, I authorise PJC to obtain a credit report on myself or the entity I represent, if necessary. I further acknowledge that all information I provide to PJC is true to the best of my knowledge.
6. I agree that any breach in this Agreement, directly or indirectly, will be harmful to PJC and the Seller. Should any lawsuit be commenced to enforce PJC's rights herein, and in the event PJC is successful, I agree to reimburse PJC the expenses connected therewith, including legal fees and court costs.
7. This agreement shall remain in force for a period of two (2) years from the date executed.

Signature _____/_____/_____
Date Signed

Individual Name _____
Firm Name

Mailing Address _____
Suburb _____
State _____
Postcode

Email Address _____
Phone _____
Fax

Please read, complete, sign, date and fax this Agreement to (03) 9824 5359