

THIS CONFIDENTIALITY AGREEMENT is made the day of 200

BETWEEN :

**PHARMACY BUSINESS SALES (NSW) a division of
PHARMACY BUSINESS SALES PTY LTD
of Level 5, 1Chifley Square, Sydney NSW 2000
("PBS")**

AND

(add your name and address here)

("the Pharmacist")

RECITALS

A. PBS and the Pharmacist have decided, in principle, to consider the potential purchase of the Pharmacy Business conducted at
(add pharmacy name and address here)

("the Pharmacy Business").

B. PBS has agreed to provide certain information ("the certain information") in contemplation that the Pharmacist will enter into Heads of Agreement and/or a Contract to purchase the Pharmacy Business; some of the certain information will be, or will contain, the Confidential Information (as hereinafter defined).

C. In order to facilitate such exchange of the certain information, the parties have agreed to provide the covenants and undertake the obligations hereinafter set forth.

SUBSTANTIVE MATTERS

1 Definitions

1.01 In this Agreement the following terms have the meanings ascribed to them:

"the Approved Purpose" means the assessment of the desirability and viability of the purchase of the Pharmacy Business by the Pharmacist.

"the Confidential Information" means;

- (a) any and all information, which is not generally available to parties other than PBS, relating to any part of the finances, structure, capital,

profitability, business or contractual relations of the Pharmacy Business, and without limiting the foregoing, includes business plans, budgets, performance reports, financial information and marketing information of the Pharmacy Business, and any technical data, ideas, concepts or trade secrets originating with the Pharmacy Business, but excluding:-

- (i) information which becomes (or has prior to the date of this Agreement become) lawfully available to the Pharmacist from a source other than PBS and without breach of this Agreement by another party;
- (ii) information which has become available to the Pharmacist by his inspection or analysis of products and services generally available in the market;
- (iv) information which is within the public domain other than by reason of any breach of this Agreement by the Pharmacist;
- (v) information, disclosure of which has been consented to in writing by PBS; and
- (vi) any information which is required by the governing law of this Agreement to be divulged.

“the Termination Date” means the earlier of:-

the date of completion of the purchase of the Pharmacy Business by the Pharmacist; and

the date of any termination of any negotiations between PBS and the Pharmacist in respect of the potential purchase of the Pharmacy Business.

1.02 In this Agreement, any words importing a gender shall include the other genders, and any words importing the singular shall include the plural and vice versa.

1.03 PBS and the Pharmacist agree that, immediately following the execution of this Agreement, they will consult in good faith in order that the Approved Purpose might be explored and implemented.

- 1.04 PBS agrees with the Pharmacist to provide to the Pharmacist from the date of this Agreement until the Termination Date such of the Confidential Information as PBS considers is reasonably necessary or material to allow the Pharmacist to pursue the Approved Purpose.
- 1.05 Immediately following the Termination Date, the Pharmacist agrees to deliver to PBS all documentary evidence of the Confidential Information, whether in the form in which such documentary evidence was provided or in some other form, and to forthwith delete from its computer systems all the Confidential Information.
- 1.06 The Pharmacist covenants that he will not at any time use any of the Confidential Information for any purpose other than the Approved Purpose.
- 1.07 Each of PBS and the Pharmacist agrees to indemnify the other of them and keep them indemnified against any loss or damage, and any action, claim, demand or proceeding incurred by or brought against the other of them by reason of or in connection with any breach of this Agreement by PBS or the Pharmacist respectively.
2. If any provision in this Agreement does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be treated as severable from the rest of this Agreement without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.
3. This Agreement shall be governed by the laws of the State of New South Wales.
4. Notwithstanding anything to the contrary, the obligations under this Agreement shall not be limited in point of time and shall survive the Termination Date.

EXECUTION

In confirmation of this Agreement the parties have executed it on the date first hereinbefore mentioned.

SIGNED by Richard Marris on behalf of
PHARMACY BUSINESS SALES (NSW)
in the State of New South Wales in the presence of:

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Witness

SIGNED by the Pharmacist in the State of New South Wales in the presence of:

) (*sign here*)

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Witness

SIGNED by the Pharmacist in the State of New South Wales in the presence of:

)) (*sign here*)

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Witness