

**THIS CONFIDENTIALITY AGREEMENT AND
ACKNOWLEDGMENT OF DISCLAIMER**

Made on the 17th day of February 2016

BETWEEN :

**PHARMACY BUSINESS SALES PTY LTD
of Suite 3, 345 Whitehorse Road, Balwyn
("PBS")**

AND

**Name,
Address
Email
Mobile**

("the Pharmacist")

First Part - Confidentiality Agreement.

RECITALS

PBS and the Pharmacist have decided, in principle, to consider the potential purchase of the Pharmacy Business conducted at

Clairview Medical Centre Pharmacy located at 2/20 Clairview Road, Deer Park. Victoria
("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 Victoria.
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.

Second Part – Acknowledgment of Disclaimer

This Acknowledgment of Disclaimer is given by the Recipient in relation to reports or presentations prepared or to be prepared by John King of Pharmacy Business Sales Pty Ltd (“PBS”) concerning the Pharmacy Business conducted at

Clairview Medical Centre Pharmacy located at 2/20 Clairview Road, Deer Park. Victoria

(“the Pharmacy Business”).

1 The reports or presentations have been or will be prepared on the basis of information and documents provided to PBS by the proprietor of the Pharmacy Business.

2 PBS does not make or give any statement, representation, guarantee or warranty (whether express or implied) that the reports or presentations are or will be accurate, or that the reports or presentations have been or will be independently audited.

3 The Recipient acknowledges and agrees that:-

- (a) PBS has not made or given any statement, representation, guarantee or warranty (whether express or implied);
- (b) he/she has not entered into this Acknowledgment of Disclaimer and does not nor will not place any reliance upon any statement, representation, guarantee or warranty (whether express or implied) made or given by PBS;
- (c) he/she does not rely on PBS in any way concerning the contents of the reports or presentations;

- (d) the reports or presentations are provided by PBS to assist the Recipient to conduct his/her own independent assessment of the Pharmacy Business in order that the Recipient can make his/her own independent assessment of the desirability and viability of the potential purchase of the Pharmacy Business;
- (e) he/she will make his/her own enquiries and investigations concerning any aspect of the Pharmacy Business before entering into any Heads of Agreement and/or Contract for the purchase of the Pharmacy Business;
- (f) any Heads of Agreement and/or Contract for the purchase of the Pharmacy Business will be entered into without reliance on the reports or presentations; and
- (g) PBS will not be responsible or liable for any loss arising in any way by reason of the provision of the reports or presentations to the Recipient or by any purported reliance by the Recipient on the reports or presentations.

4 Except to the extent that it cannot be excluded by law, no responsibility is accepted by PBS arising in respect of the reports or presentations.

DATED this 17th February 2016

EXECUTION

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

SIGNED by John King on behalf of

PHARMACY BUSINESS SALES PTY LTD

in the State of Victoria in the presence of:

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) electronic signature

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Witness

SIGNED by the Pharmacist in the State of Victoria in the presence of:

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Witness

SIGNED by the Pharmacist in the State of Victoria in the presence of:

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Witness