



Confidentiality Agreement

BETWEEN the owners of various motels (called the Vendor) of One Part:

AND the Prospect (called the Interested Party) of the Second Part:

The Businesses being a SELECTION OF MOTELS supplied in writing by the VENDOR'S AGENT:

In consideration of the VENDORS disclosing, making available or providing the identity of their BUSINESSES. The Business Profiles, or Information Memorandum, together with any other information relating thereto, (including all financial information, marketing information, technical information) and any other information or documents in whatever form relating to the BUSINESSES and provided by or on behalf of the Vendor to or on behalf of the INTERESTED PARTY, whether orally or in writing, is referred to as "**Confidential Information**".

It is HEREBY AGREED with Family First in Hospitality being the VENDOR'S AGENT and participating VENDORS, that the INTERESTED PARTY, will:

1.1 use the confidential information only for the purpose of evaluating the proposed purchase of the mentioned BUSINESSES, indicated in this agreement.

1.2 inform everybody to whom we disclose the confidential information, that it is confidential information and to obtain his/her/its agreement to keep it confidential on the same terms as this agreement.

1.3 use such confidential information exclusively for the permitted purpose and not use the confidential information for any purpose other than the permitted purpose.

1.4 refrain at all times whether in N.S.W. or elsewhere from disclosing or imparting to any other person or allowing or suffering any person to disclose or impart any of the Confidential Information to other persons.

1.5 refrain from allowing or suffering any person to inspect, view, take extracts or copy any part of the Confidential Information, excepting our professional advisers.

1.6 return all such Confidential Information to the VENDOR or VENDOR'S AGENT within seven days, if requested, or immediately should we decide not to purchase the BUSINESSES.

1.7 refrain from contacting or dealing directly with any of the VENDORS or visiting the premises without the express consent of the VENDOR'S AGENT.

1.8 we agree not to make use of any of the confidential information obtained from the VENDOR or VENDORS AGENT in our present or future business ventures.

ACKNOWLEDGEMENTS

The INTERESTED PARTY hereby acknowledges that:

2.1 the VENDORS AGENT has pointed out that the Confidential Information provided to us has been provided by the VENDORS, or the VENDOR'S representatives or advisers or compiled by the VENDOR'S AGENT from material obtained from the VENDORS or the VENDOR'S representatives or advisers, and should be checked independently for accuracy and truth.

The VENDOR'S AGENT informed us that it is not possible for the VENDOR'S AGENT to check the validity of such information and invited us to make our own inquires in relation to the financial and other data concerning the above business.

The VENDOR'S AGENT also warned us that any indication of past performance was in no way a warranty or representation that a new owner would be able to achieve such results in the future and advised us to seek independent advice as appropriate before proceeding with any purchase.

2.2 the VENDORS will suffer loss and damage from any breach by us of any of the duties under this agreement.

2.3 the VENDOR'S AGENT has been solely instrumental in our being introduced to the BUSINESSES quoted on the VENDORS AGENTS letterhead.

2.4 the terms and conditions of this agreement shall continue after the BUSINESS is sold.

2.5 This Agreement is governed by and will be construed in accordance with the laws applicable in New South Wales, and is subject to the non-exclusive jurisdiction of the Supreme Court of New South Wales.

Signed By:

.....
VENDOR or VENDOR'S AGENT

.....
INTERESTED PARTY

.....
WITNESS

.....
WITNESS

Dated:/...../.....