



CLINIC SALES

AUSTRALIA'S TRUSTED MEDICAL
CLINIC SALES PROFESSIONALS

Confidentiality Undertaking

To: Clinic Sales Pty Ltd (ACN: 609 275 863) (**Clinic Sales**)

The Interested Buyer (identified in the Details of this Undertaking) has made and may make from time to time, enquiries to Clinic Sales, in relation to purchase opportunities for clinics (each a **Purchase Opportunity**).

The Interested Buyer gives this Confidentiality Undertaking at the request of and in favour of Clinic Sales.

Undertaking

By this Confidentiality Undertaking, the Interested Buyer warrants and undertakes to Clinic Sales as follows:

1. Introduction

The Interested Buyer gives this Undertaking for itself and its Related Bodies Corporate and its Associates (as defined in the *Corporations Act, 2001* (Cth)).

This Undertaking is given in favour of Clinic Sales and the Seller principal (**Seller**) for which it is acting.

The Interested Buyer gives this Undertaking to enable Clinic Sales to disclose information about Purchase Opportunities to the Interested Buyer.

The Interested Buyer acknowledges that, but for this Undertaking, Clinic Sales would not disclose the Relevant Information to the Interested Buyer.

2. The Undertakings

The Interested Buyer undertakes that it will:

- treat the Relevant Information as being strictly private and confidential;
- except as described in clause 4, not disclose the Relevant Information to any person unless their identity has been disclosed to Clinic Sales and disclosure approved in writing by Clinic Sales prior to its disclosure;
- take all steps necessary to keep the Relevant Information secure and prevent it from being disclosed to any person or otherwise being made public;
- only use the Relevant Information for the purpose of evaluating the relevant Purchase Opportunity and not use the Relevant Information for any other purpose whatsoever;
- promptly at Clinic Sales' request return to Clinic Sales or, at its written direction, destroy/erase all Relevant Information in the possession, power or control of the Interested Buyer but such return or destruction/erasure does not release the Interested Buyer from its obligations under this Undertaking; and
- immediately notify Clinic Sales of all information which comes to its attention regarding an actual or potential disclosure or use of Relevant Information other than

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in accordance with this Undertaking.

3. Permitted Disclosures

The Interested Buyer acknowledges that it may disclose Relevant Information to its Personnel on a need to know basis on the conditions that:

- its Personnel, who have access to the Relevant Information, are made fully aware of the confidential nature of the Relevant Information and are already bound by an obligation to keep the Relevant Information confidential;
- if required by the Seller, each of its Personnel, who have access to the Relevant Information, signs an undertaking in the same terms as this Undertaking; and
- the disclosure of the Relevant Information to its Personnel is solely to assist it in evaluating any given Purchase Opportunity; and
- it ensures that none of its Personnel do or omit to do anything, which, if done or omitted to be done by the Interested Buyer, would constitute a breach of its obligation under this Undertaking.

The Interested Buyer acknowledges that it may also disclose Relevant Information to its professional advisers and financiers.

4. Disclaimer

- The Interested Buyer acknowledges and agrees that neither Clinic Sales nor any of its Personnel or other representatives has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of its Relevant Information; and
- it must make their own assessment of the Relevant Information disclosed to it and satisfy itself as to the accuracy and completeness of the Relevant Information.

5. Release and Indemnity

To the extent permitted by law, the Interested Buyer releases Clinic Sales from all liability for any loss or damage (whether foreseeable or not) suffered by any person acting on any Relevant Information regardless of whether the loss or damage arises in connection with any negligence, default, lack of care, misrepresentation or any other causes.

The Interested Buyer indemnifies Clinic Sales against any cost, liability, damage or loss incurred or suffered by Clinic Sales arising directly or indirectly from or in connection with any breach of the Undertaking by either:

- the Interested Buyer; or
- any act or omission of the Interested Buyer's Personnel which, if done or omitted to be done by the Interested Buyer, would constitute a breach of this Undertaking.

The Interested Buyer acknowledges and agrees that:

- damages may not be an adequate remedy any breach of this Undertaking; and
- Clinic Sales is entitled to seek specific performance or injunctive relief as a remedy for any such breach or threatened breach, in addition to any other remedies at law or in equity.

6. Governing Law

This Undertaking is governed by the laws of New South Wales. The parties hereby submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia and their courts of appeal.

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7. Definitions

In this Undertaking:

- **Personnel** means any officer, employee or contractor of the Buyer.
- **Relevant Information** means:
 - all information (and each part of the Information) given by Clinic Sales to the Interested Buyer about each Purchase Opportunity whether in a visual or oral format and which is identified as being confidential or is information which the Interested Buyer knows or ought reasonably expected to know is confidential;
 - all notes, reports, analysis, records and other materials brought into existence by the Interested Buyer in which there is a reference to or record of the information given by Clinic Sales to the Interested Buyer about a Purchase Opportunity;
 - all information learned or accessed by the Buyer at any time in connection with a Purchase Opportunity; and
 - any agreement, arrangement or understanding relating to a Purchase Opportunity,

but does not include information which is in the public domain otherwise than as a result of a breach of the terms of this Undertaking or prior to disclosure by Clinic Sales was lawfully known to the Buyer.

Details

Interested Buyer	Name	
	Address	
	Contact	

Date:

Signing

Signed for and on behalf
of the Interested Buyer by:

who warrants his/her authority
to sign this Undertaking on
behalf of the Interested Buyer
and in the presence of:

Signature

Witness Signature

Name:

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