

CONFIDENTIALITY AGREEMENT

FAX TO 08 8223 6337

This **CONFIDENTIALITY AGREEMENT** is made the day and date set out in the Schedule
BETWEEN:

CORSERS CONSULTANTS of 122 Pirie Street, Adelaide in the State of South Australia 5001
as the representative of the Vendor of a Rent Roll listed for sale in South Australia (hereinafter
called "the Vendor")

AND:

As set out in the Schedule (hereinafter called "the Prospective Purchaser" to mean and include
and together with their respective principals)

- A The Vendor and Prospective Purchaser contemplate entering into an agreement for the
sale and purchase of the rental management business of the Vendor (the "business").

- B In furtherance of these discussions it is necessary for Corsers Consultants for the Vendor
to disclose to the Prospective Purchaser certain confidential and proprietary business and
technical information in order to enable discussions to take place between them freely
concerning the business subject to an undertaking by the Prospective Purchaser not to use
or disclose any such information unless specifically authorised in writing to do so by the
Vendor.

Now therefore it is hereby agreed as follows:

1. All information of whatever kind or nature which the Vendor discloses to the Prospective
Purchaser which is in tangible and/or electronic form (or communicated orally and
subsequently presented in tangible or electronic form) and marked or identified or advised
to be confidential or proprietary will be regarded and treated as confidential and the
property of the Vendor and will be called in this Agreement "Confidential Information" to

include all rental management agreements, business plans and matters relating to the financial performance and business of the Vendor.

2. The Prospective Purchaser agrees :

2.1 to keep the other Vendor's Confidential Information confidential;

2.2 not to make any disclosure of the Vendor's Confidential Information to any third party, nor to use the Vendor's Confidential Information except solely for the purposes contemplated in this Agreement unless such further use of the Confidential Information is expressly authorised in writing by the Vendor;

2.3 to protect the Vendor's Confidential Information, whether in storage or in use, with the same degree of care as that Prospective Purchaser uses to protect its own Confidential Information against public disclosure but in no case with any less degree than reasonable care;

2.4 not to disclose the Vendor's Confidential Information to any personnel of the receiving Prospective Purchaser or its financiers, professional advisers or consultants other than those for whom such knowledge is necessary and essential for the purpose of assessing the purchase thereof as contemplated in this Agreement and such disclosure to them will be made only under conditions of strict confidentiality;

2.5 not to communicate directly or indirectly with any customers, suppliers or employees of the business of the Vendor regarding the sale discussions or business;

2.6 not to disclose to any party (other than those covered above) that discussions have been held in relation to the Vendor, the business or the opportunity to purchase the business;

2.7 not to disclose to any party the identity of the Vendor or that the Vendor contemplates selling its business.

3. The obligations in this Agreement will not apply to Confidential Information which:
 - 3.1 is already or hereinafter becomes published publicly other than through the fault or negligence or caused by the Prospective Purchaser its servants agents or employees;
 - 3.2 is lawfully obtained by the Prospective Purchaser from a third party with full rights of disclosure; or
 - 3.3 was already known to the Prospective Purchaser at the date of receipt of the information pursuant to this Agreement.
4. Except as expressly herein provided, this Agreement will not be construed as granting or confirming, either expressly or impliedly, any rights, licences or relationships by the furnishing of Confidential Information pursuant to this Agreement and the purpose of the release of information is for the sole purpose of evaluation of the value and basis of the business.
5. All financial information and management agreements will remain the property of the Vendor unless sold and if the Prospective Purchaser elects not to pursue the business contemplated by this Agreement then it will return to the Vendor all such information and without limiting, financial statements, management agreements and lists of customers and other documents and printed copy or electronic format, forming the Confidential Information and will undertake in writing that no copies of documents or associated material printed or in electronic form are held and that due enquiry has been undertaken to confirm same.
6. The return of documentation under Clause 5 above will not be deemed to release the Prospective Purchaser from its obligations contained in this Agreement.

7. The Prospective Purchaser will use every reasonable endeavour to ensure that its employees, agents, contractors, subcontractors and any other persons having access to any Confidential Information will observe the obligations contained herein as if such employees, agents, contractors, subcontractors and other persons were a party to this Agreement.
8. The Vendor will not be liable to the Prospective Purchaser for any loss or damage whether direct or indirect special or consequential whatsoever however caused arising in any way out of the use of the Confidential Information and the Prospective Purchaser.
9. The Prospective Purchaser agrees to and will indemnify the Vendor against any loss or damage suffered by the Vendor as a result of the disclosure or release of the Confidential Information by the Prospective Purchaser and for any breach of this Agreement.
10. This Agreement is subject to the Laws of Australia. The determination and jurisdiction of any dispute will be at Adelaide South Australia and at the election of the Vendor the Arbitration Act (SA) will apply.
11. All the information supplied by the agent acting for the Vendor is provided by the Vendor on the instructions of the Vendor of the business and has been prepared from information supplied by the Vendor and / or its accountants. The Prospective Purchaser acknowledges that this information is further provided on the basis that the contents are accurate and correct. Corsers Consultants and its management and officers disclaim any express or implied warranty thereto to the fullest extent at law. Receipt of the information memorandum and other information whether forming the Confidential Information (or other material given) constitutes acceptance of this disclaimer by Corsers Consultants, which the Prospective Purchaser acknowledges.
12. The Prospective Purchaser acknowledges it must undertake due diligence and its own investigations as to any information given and hereby releases the agent Corsers Consultants from any and all claims and actions whatsoever in acting for the Vendor.
13. Where this Agreement is signed for or on behalf of the Prospective Purchaser by any person that person warrants that he or she has the authority to bind the Prospective

Purchaser. This Agreement binds the Prospective Purchaser and any company or business the Prospective Purchaser may subsequently use as a nominee or assignee for a purchase contract.

14. In the event the Prospective Purchaser (as nominee or for an undisclosed principal) wishes to proceed to due diligence under a contract to purchase then the Prospective Purchaser must disclose the purchasing entity and enter into a Contract subject to due diligence inquiries.

Executed as a deed.

SCHEDULE

Rent Roll Identification & Reference

*

* Please identify the Rent Roll you are seeking information about

Your Name as Prospective Purchaser/s (Please detail full name/s and company details too)

Name/s.....

Company.....

Email address.....@.....

Address.....

Phone.....**Fax**.....

Mobile.....

DATED / /

Executed as a Deed by
for and on behalf of the Prospective Purchaser

.....
Witness (signature)

.....
Name of witness

.....
Address of witness