Langley&Co.
Advisors

GENERAL CONFIDENTIALITY AGREEMENT

PARTIES

1. Langley & Co (Australia) Pty Ltd ("**Advisor**") of Level 2, 255 Pulteney Street, Adelaide SA 5000; and

2. The party which discloses or makes available Confidential Information in relation to the Business ("**Discloser**"); and

3. _____ ("**Recipient**") as defined in Schedule 1.
(company/individual name)

THE PARTIES ABOVE HEREBY AGREE AS FOLLOWS:

On behalf of the Discloser, the Advisor has invited the Recipient to consider (itself, or through a nominee or associate) formulating, discussing, making an offer to enter into, and entering into a Proposal relating to a Business as defined below. In consideration of the Discloser disclosing Confidential Information to the Recipient for the purpose of the Proposal, the Recipient agrees to keep all Confidential Information strictly confidential and will observe the terms and conditions of this Agreement set out below and the Standard Terms of Confidentiality attached.

For the purposes of this Agreement:

"**Business**" means any business, company, asset or intellectual property offered for sale by the Advisor on behalf of the Discloser.

"**Proposal**" means any business dealings, including an offer, tender or agreement for the sale and purchase or investment in the Business.

This Agreement is subject to the following Special Conditions:

- None of the parties hereto shall disclose the existence of this Agreement and any terms and conditions thereof without the consent of the other party.
- The Standard Terms of Confidentiality attached is an integral part of this Agreement.
- The terms of this Agreement shall expire two (2) years from the date hereof or termination of the discussion contemplated hereof, whichever is the earlier.
- Unless otherwise agreed, each Party agrees that it will bear its own costs relating to its investigation and evaluation of the Business and or Asset and the Proposal, including the fees and disbursements of its own legal, accounting and other advisers.

We hereby confirm our agreement to observe and comply with the terms and conditions of confidentiality stated above:

Signed by the **Advisor** and
on behalf of the **Discloser**

Toby Langley.

_____
Authorised Signatory

Signed for and on behalf of the
Recipient

_____
Authorised Signatory

STANDARD TERMS OF CONFIDENTIALITY

1. DEFINITIONS

The following definitions apply in this Agreement.

1.1 **Authorised person** means any officer, employee, agent, adviser or contractor of the Recipient.

1.2 **Asset** means any physical, financial, tangible and intangible assets of the Discloser, including the Business.

1.3 **Confidential Information** may be given or acquired in any form or media, directly or indirectly and before, on or after the date of this Agreement, and means:

a) all confidential information of the Discloser relating to the Asset or the Business obtained by the Recipient from the Discloser and/or Asset or any employee, agent or adviser or any of them;

b) all sales information;

c) all information concerning the existence of this Agreement and its terms, the fact that the Recipient is involved in the Permitted Purpose, the progress of any negotiations and the terms of any proposed or actual agreement; and

d) all Derived information;

but does not include any Excluded Information.

1.4 **Derived information** means:

a) any material derived or produced by or on behalf of the Recipient wholly or partly from any Confidential Information, for example an analysis, note, calculation, conclusion or summary; and

b) any computerised Record made by or on behalf of the Recipient.

1.5 **Excluded Information** means information that is known at the date of this Agreement, or that subsequently becomes known in the public domain (except as a result of breach by the Recipient or an Authorised Person of this Agreement).

1.6 **Permitted Purpose** means:

a) to consider whether and on what terms to make a Proposal; and

b) to formulate, discuss, make an offer to enter into, or enter into a Proposal.

1.7 **Records** means records (including all copies) in any form or media (whether or not visible) that contain, refer to or are based on any Confidential Information or any analysis of it.

1.8 **Sales information** means all information in any form or media, including (but not limited to) an information memorandum, a package of documents, a CD ROM, a database or a virtual data room:

a) disclosed or made available to the Recipient by the Discloser or by the Business or Asset before or after the date of this Agreement, and

b) relevant to a Proposal or concerning the Business or Asset, or any agent, employee or customer of the Business.

1.9 Rules for interpreting this Agreement:

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

a) A reference to:

(i) an entity or person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any related party, executor, administrator or successor in law of the entity or person;

(ii) a singular word includes the plural, and vice versa; and

(iii) a word which suggests one gender includes the other gender.

b) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, including (but not limited to) computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

2. CONFIDENTIALITY

2.1 The Recipient acknowledges and agrees that the Confidential Information is secret, confidential and valuable to the Discloser and the Business, that the Recipient owes an obligation of confidence to the Discloser and the Business concerning the Confidential Information, and that the Recipient has no right or interest in any of the information other than the right to use and disclose it on the terms of this Agreement.

2.2 The Discloser agrees and undertakes to the Recipient that it will keep the Proposal and any information provided by the Recipient pursuant to the Proposal contemplated under this Agreement secret and will not disclose the Proposal information to any third party without the prior written consent of the Recipient.

2.3 Notwithstanding clause 2.2, the Discloser is entitled to disclose the Proposal information to its officers, employees, agent, adviser or contractor provided that such person must have a contractual undertaking with the Discloser which enables the Discloser to enforce the obligation under clause 2.2 before the Discloser discloses the Proposal Information to such person.

3. PERMITTED USE

The Recipient must not, without first obtaining the Advisor or Discloser's written consent:

3.1 use any Confidential Information except to the extent necessary for the Permitted Purpose; or

3.2 disclose any Confidential Information except to the extent required by law or regulations or, subject to clause 4, to an Authorised Person who needs to know that Confidential Information for the Permitted purpose; or

3.3 solicit the custom, employment of or make direct or indirect contact with the Business, its associated entities, customers, officers, employees, contractors or service providers.

4. DISCLOSURE TO AUTHORISED PERSON

4.1 The Recipient must ensure that each Authorised Person to whom it discloses Confidential Information first agrees to comply with, and does comply with, obligations similar to those of the Recipient under this Agreement in relation to the Confidential Information.

4.2 Each Authorised person must have a contractual undertaking with the Recipient which enables the Recipient to ensure that the foregoing obligation is complied with by the Authorised Person before the Recipient discloses Confidential Information to such Authorised Person.

5. RETURN OR DESTRUCTION OF RECORDS

5.1 At the discloser's request, the Recipient must immediately stop using all Confidential Information and, at its cost, must for all Records in the possession or control of the Recipient or of any person to whom it has given access to any Record:

a) deliver every tangible Record to the Discloser or at the Discloser's option destroy it; and

b) erase or destroy every intangible Record.

5.2 The Discloser undertakes to the Recipient to honour a reciprocal obligation for Proposal Information.

6. ANNOUNCEMENTS

Except to the extent that the other party agrees in writing beforehand or to the extent reasonably needed to comply with any applicable law or with any requirement of a regulatory body or stock exchange, neither party may directly or indirectly make a public announcement about or comment on the Proposal.

7. REMEDIES

The Recipient acknowledges that any breach or threatened breach of this Agreement may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. The Recipient agrees that the Discloser may commence proceedings to restrain any breach or threatened breach of this Agreement or any unauthorised access to, or use or disclosure of, any Confidential Information, or to compel specific performance of this Agreement.

8. GOVERNING LAW

This Agreement is governed by the laws of South Australia.

SCHEDULE 1

Recipient Contact details: (please complete all fields)

Date:	
Business Name:	
Address:	
Title	Mr. / Mrs. / Miss / Ms. / Other: Mr
Contact Name	
Business Telephone:	
Facsimile:	
Mobile Telephone:	
Email Address:	
Website (if applicable)	

DISCLAIMER: By returning this document you agree to be placed on our database to receive notification of wine industry updates.

However, if you do not wish to be added to our database/mail-out list, please tick. ☐