

# Biz M&A - Confidentiality Agreement

29th June 2025

## Between:

### Biz M&A

Licensed under the Real Estate Agents Act 2008  
("Biz M&A")

and

**[First Name] [Last Name]**

("Interested Party")

**Business ID / Reference No:** 35660 ("the Business")

## Purpose

The Interested Party acknowledges that it has requested access to certain confidential information regarding the Business, as part of its potential interest in acquiring the Business from the vendor. Biz M&A, acting on behalf of the vendor, may disclose such confidential information at its sole discretion.

## 2. Confidential Information

"Confidential Information" includes all records, documents, financials, representations, and any other data related to the Business provided by Biz M&A or the vendor.

## 3. Obligations of the Interested Party

The Interested Party agrees to:

- Use the Confidential Information solely for the purpose of evaluating the potential acquisition of the Business.
- Maintain all Confidential Information in strict confidence, safeguarding it from unauthorized use, copying, or disclosure.
- Limit disclosure of Confidential Information only to its professional advisors (legal, financial, technical, or other specialists) who have a need to know and who are bound by confidentiality obligations.
- Act in good faith and with bona fide intent throughout the evaluation process.

## 4. Return of Materials

If the Interested Party decides not to proceed with the acquisition, all Confidential Information, including any notes or copies made, must be promptly returned to Biz M&A, with no copies retained by the Interested Party or its advisors.

## 5. Indemnity

The Interested Party shall indemnify and hold harmless Biz M&A, its employees, and agents against any loss, damage, or claim arising from any unauthorized disclosure or misuse of the Confidential Information by the Interested Party or its representatives.

## **6. Binding Effect**

This Agreement binds the Interested Party and its employees, agents, directors, advisors, affiliates, and subsidiaries, who must also observe these confidentiality obligations.

## **7. Legal Provisions**

- This Agreement is governed by the laws of New Zealand and subject to the non-exclusive jurisdiction of the High Court of New Zealand.
- If any provision is found unenforceable, the remainder of the Agreement remains in full effect.
- The confidentiality obligations survive indefinitely, regardless of whether a purchase agreement is executed.
- Biz M&A acts solely as the vendor's agent and is not responsible for verifying the accuracy of the information provided. The Interested Party is responsible for conducting its own due diligence.

## **8. Agency Acknowledgment**

The Interested Party acknowledges that Biz M&A is the exclusive introducing agent and agrees that any negotiations or purchase offers related to the Business will be conducted exclusively through Biz M&A.

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**Signed:**

**Interested Party:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Details:

Email: \_\_\_\_\_

Mobile: \_\_\_\_\_