



ONE-WAY CONFIDENTIALITY AGREEMENT (Vendor → LEV8 Business Acquisitions)

LEV8 Business Acquisitions

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1. Parties

This Confidentiality Agreement ("Agreement") is made between:

Vendor: Any party submitting information to LEV8 in connection with a potential business sale ("Vendor");
and

Recipient: LEV8 Business Acquisitions, operated by Clayton Bunning ("Recipient").

2. Purpose

The Vendor may disclose confidential information to the Recipient for the purpose of evaluating a potential purchase of the Vendor's business ("Purpose").

3. Definition of Confidential Information

"Confidential Information" includes all information provided by the Vendor, whether oral, written, electronic, or observable, including but not limited to financial statements, customer or supplier information, staff details, commercial or operational data, intellectual property, processes, know-how, and any discussions or documents relating to the potential sale of the business.

4. Confidentiality Obligations

The Recipient agrees to:

- Not disclose Confidential Information to any third party without the Vendor's prior written consent, except as required by law;
- Use the Confidential Information solely for the Purpose;
- Restrict access to those within the Recipient's organisation or its professional advisers who need to know the information and who are bound by confidentiality obligations; and
- Take all reasonable steps to protect the Confidential Information from unauthorised access or disclosure.

5. Exclusions

These obligations do not apply to information that is publicly available other than through a breach of this Agreement, was lawfully known to the Recipient prior to disclosure, is independently developed without reference to the Confidential Information, or must be disclosed by law or court order (provided the Vendor is notified where legally permitted).

6. Return or Destruction

Upon written request, the Recipient will promptly return or securely destroy all Confidential Information and confirm completion if requested.

7. No Obligation to Proceed

Nothing in this Agreement obligates either party to proceed with any transaction. Any transaction will be subject to separate formal agreements.

8. Term

The Recipient's obligations under this Agreement continue for five (5) years from the date Confidential Information is first disclosed, or longer if required by law.

9. Governing Law

This Agreement is governed by the laws of New Zealand.

10. Acceptance

By providing information to LEV8, the Vendor acknowledges and accepts the terms of this Agreement.