



Gaetjens Langley

Wine industry brokers and advisors

CONFIDENTIALITY AGREEMENT

VENDOR: Constellation Wines Australia

VENDOR'S AGENT: Gaetjens Langley

RECIPIENT NAME:

1. The parties are engaged in or may commence to engage in negotiations regarding a possible business transaction between the Vendor and the Recipient ("**Negotiations**") in the course of which negotiations the Vendor and the Vendor's Agent will disclose to the Recipient the Vendor's confidential information including without limitation information in any form relating to the Vendor, its business and financial and other affairs ("**Confidential Information**").
2. The Recipient will not use the Confidential Information for any purpose other than is strictly necessary for the carrying out by the Recipient of the Negotiations.
3. The Recipient will not disclose or publish and will use its best endeavours and take all necessary or desirable measure to prevent the disclosure or publication of the Confidential Information to any third party.
4. Without limiting clauses 2 and 3, the Recipient will not disclose the Confidential Information to any related body corporate or any of its employees, contractors or agents except any related body corporate or employee, contractor or agent who is strictly required to have the information for the purpose of Negotiations and then, only with the prior consent of the Vendor. The Recipient will, if required by the Vendor, obtain from any related body corporate, employee, contractor or agent to whom the Confidential Information is disclosed, an agreement in similar terms to this Agreement.
5. The Recipient will immediately notify the Vendor of any misuse or misappropriation of the Confidential Information or in any matter or property associated with it.
6. Nothing in this Agreement will be construed as granting to the Recipient any right or interest in the Confidential Information or in any matter or property associated with it.
7. Neither this Agreement nor the provision of any of the Confidential Information to the Recipient constitutes any representation, warranty as to accuracy, completeness, suitability or fitness for any purpose, guarantee or inducement by the Vendor to the Recipient in any way. In all respects, the Recipient relies on its own skill, inquiries and assessments with respect to the Negotiations and any business arrangements between the parties including any investment resulting from the Negotiations.
8. Upon written request by the Vendor, the Recipient will immediately deliver to the Vendor or permanently destroy to the reasonable satisfaction of the Vendor all documents, materials and items of property (in any form) forming part of or associated with the Confidential Information whether they were provided by the Vendor or have been originated, developed, acquired or copied by the Recipient in connection with the disclosure by the vendor of the Confidential Information.
9. No refusal or failure to enforce any provision of this Agreement by the Vendor nor any previous waiver will constitute a waiver of any terms of this Agreement. Any waiver by the Vendor must be in writing executed by or on behalf of the Vendor. No prior waiver by the Vendor of a breach or non-compliance with this Agreement by the Recipient will preclude the Vendor from enforcing the terms of this Agreement in the event of a subsequent breach by the Recipient of any terms of this Agreement.
10. Any amendment to a term of this Agreement will only be made in writing executed by the parties or duly authorised officers on behalf of the parties.

ABN 64 471 514 369 RLA 212641

185 Fullarton Road, Dulwich, South Australia 5065

PO Box 722, Kent Town, South Australia 5071

Telephone: +61 8 8364 5600 Facsimile: +61 8 8364 5622 Email: info@gaetjenslangley.com.au

Website: wineryforsale.com.au



11. This Agreement and the duties and obligations of the Recipient will continue in full force and effect during and after the conclusion of the Negotiations whether or not any business arrangement between the parties results from the Negotiations for as long as the Confidential Information remains confidential information as defined. No part of the Confidential Information will be deemed to have ceased to be Confidential Information merely because that information or any part of it may be embraced by general disclosures of information in the public domain or be in possession of the Recipient.
12. This Agreement will be governed by and interpreted pursuant to the law of South Australia. The parties will submit to the jurisdiction of and any dispute resolution procedures will be commenced or conducted in the Courts of competent jurisdiction in South Australia or any competent appellate court.
13. The Recipient agrees that a breach of this Agreement by the Recipient will cause irreparable damage to the Vendor. The Recipient agrees that if it breaches or is reasonably likely to breach this Agreement, the Vendor will be entitled to injunctive or other equitable relief without regard to the balance of convenience between the Vendor and the Recipient.
14. The Recipient acknowledges that it has received valuable consideration for its obligations under this Agreement.

DATED **2010**

SIGNED for and on behalf of the)
 Recipient by its duly authorised)
 Representative in the presence of:)

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Witness

Recipient Contact Details (please complete all fields)

Business Name:	
Address:	
Contact Name	
Business Telephone:	
Facsimile:	
Mobile Telephone:	
Email Address:	
Website (if applicable)	

Please mark which asset you are interested in:

Clare

Dunns Vineyard Clare Valley Winery

McLaren Vale

Sellicks Vineyard Yeenunga Vineyard

Limestone Coast

Elderslie Vineyard Graces Vineyard

Vineyard 1 Padthaway Vineyard 2 Padthaway

Father Woods Vineyard Limestone Coast winery

All wineries and vineyards