

Childcare Listings

Confidentiality & Non-Circumvention Agreement

Parties

This Agreement is between Childcare Listings (ABN 80 684 940 645) ("we", "us", "our") and the Recipient ("you", "your").

1. Purpose

Childcare Listings operates a specialist marketplace for childcare centres, development sites, and related opportunities across Australia. Information made available through our platform is commercially sensitive and confidential and is provided solely to allow you to evaluate potential purchases, leases, investments, or commercial transactions.

2. Confidential Information

Confidential Information includes all information in any form (written, electronic, oral, visual, or otherwise), including but not limited to:

- Details of childcare centres, development sites, or land opportunities
- Sale prices, lease terms, financial data, feasibility studies, valuations
- Licensing, DA, regulatory and approval information
- Demographic, market, catchment or commercial data
- Identities of sellers, landlords, operators, staff or advisors
- Documents, summaries, analyses or notes created using this information
- The fact discussions, negotiations, or introductions are occurring

Any information reasonably understood to be confidential is included.

3. Ownership of Information

All Confidential Information remains the property of Childcare Listings and/or the relevant seller, landlord, or stakeholder. No licence or ownership rights are granted by disclosure.

4. Permitted Use

Confidential Information may only be used for evaluating a potential transaction introduced through Childcare Listings. It must not be used for competitive analysis, solicitation, commercial gain, marketing, data collection, or any unrelated business purpose.

5. Non-Disclosure Obligations

You must not disclose, copy, reproduce, distribute, or publish Confidential Information. Disclosure is permitted only to professional advisers on a strict need-to-know basis. You are responsible for any breach by those parties.

6. Non-Circumvention

You must not directly or indirectly contact, approach, inspect, negotiate with, or transact with any seller, landlord, operator, site owner, staff member or related party connected to an opportunity introduced by Childcare Listings without prior written consent. This obligation survives termination.

7. Accuracy & Due Diligence

All information is provided in good faith without warranty as to accuracy, completeness, or currency. You must conduct your own independent investigations and obtain professional advice.

8. Return & Destruction

Upon request, you must return or destroy all Confidential Information and delete electronic copies, except where retention is legally required.

9. Remedies & Indemnity

Unauthorised use may cause irreparable harm. Childcare Listings is entitled to injunctive relief, specific performance, and recovery of legal costs on an indemnity basis. You indemnify Childcare Listings against all losses arising from breach.

10. Survival & Governing Law

All confidentiality and non-circumvention obligations survive termination. This Agreement is governed by the laws of New South Wales, Australia.

11. Acceptance

This Agreement becomes legally binding upon you upon the earlier of:

- (a) downloading, accessing or reviewing any Confidential Information;
- (b) submitting an enquiry or registration through the Childcare Listings website; or
- (c) electronically accepting this Agreement on the website.

Electronic acceptance constitutes valid and binding agreement and has the same force and effect as a physical signature.

If you do not agree to these terms, you must not access or use any Confidential Information.