

CONFIDENTIALITY UNDERTAKING

By submitting this form, you acknowledge and agree to the following Confidentiality Undertaking with **RTO Broker**

1. Purpose of Disclosure

RTO Broker may share certain non-public information with you relating to potential opportunities, including the sale, acquisition, or investment in Registered Training Organisations (RTOs), CRICOS providers, or related education businesses, as well as information relating to our business operations (collectively, **Confidential Information**).

Such information is provided solely to allow you to assess whether you wish to pursue a potential opportunity.

2. Your Confidentiality Obligations

You agree that you will:

- Keep all Confidential Information strictly private and not disclose it to any person or entity without prior written approval from RTO Broker
- Use the Confidential Information only for evaluation and decision-making purposes relating to the opportunity
- Not misuse the Confidential Information for any commercial, competitive, or personal advantage
- Not use the Confidential Information in any manner that may harm, disadvantage, or bypass RTO Broker or its clients
- Limit access to the Confidential Information only to professional advisers, financiers, or investors who genuinely require it and who are subject to confidentiality obligations
- Take reasonable steps to protect and secure all Confidential Information, whether in written, electronic, or verbal form

3. Return or Destruction of Information

If requested by RTO Broker, or if discussions do not proceed, you agree to promptly return or permanently delete all Confidential Information, including any copies, notes, summaries, or records derived from it.

4. Continuing Effect

Your confidentiality obligations continue to apply even if:

- No transaction proceeds
- An opportunity is declined
- Discussions are discontinued

5. Information Not Covered

Confidential Information does not include information that you can clearly demonstrate:

- Was already lawfully known to you before disclosure
- Is publicly available through no fault of your own
- Is lawfully obtained from a third party without confidentiality restrictions

6. Non-Circumvention

You agree that you will not directly or indirectly contact, negotiate with, or engage any vendor, owner, or staff member of a business introduced by RTO Broker without RTO Broker's prior written consent.

This restriction also applies to your associates, related entities, or representatives.

7. Governing Law

This Confidentiality Undertaking is governed by the laws of the Australian state or territory in which the relevant Registered Training Organisation has its registered office, and you submit to the jurisdiction of the courts of that state or territory.

8. Acceptance

By submitting this form, you confirm that you have read, understood, and agreed to this Confidentiality Undertaking and acknowledge that your submission constitutes legal acceptance of these terms.

Contact

For any questions regarding this Confidentiality Undertaking, please contact:
RTO Broker – info@rtobroker.com.au