

## Non-Binding Expression of Interest (EOI)

*Please note that this document does not constitute an offer to sell or purchase a business (refer to the conditions of this expression of interest below). You need to ensure that the buyer's details are included and the form is fully completed.*

<b>Name of Business/Trading Name</b> (Business the subject of this EOI)	
<b>Date Completed</b> (Today's Date)	

SELLER'S DETAILS	
<b>Contact Person</b> (Vendor)	<u>Directors or Authorised Representative/s:</u>
<b>Company or Trust Name</b> (Vendor's Entity)	
<b>ACN / ABN</b>	

BUYER'S DETAILS	
<b>Contact Person</b> (Your Name)	
<b>Company Name</b> (Not Needed Yet If Not Available)	
<b>ABN / ACN</b> (Not Needed Yet If Not Available)	
<b>Postal Address</b>	
<b>Daytime Contact Number</b>	
<b>Mobile Number</b>	
<b>Email Address</b>	

BUYER'S SOLICITORS DETAILS	
<b>Firm Name</b> (Not Needed Yet If Not Available)	
<b>Contact Person</b>	
<b>Postal Address</b>	
<b>Office Phone Number</b>	
<b>Office Fax Number</b>	
<b>Email Address</b>	

BUYER'S ACCOUNTANTS DETAILS	
<b>Firm Name</b> (Not Needed Yet If Not Available)	
<b>Contact Person</b>	
<b>Postal Address</b>	
<b>Office Phone Number</b>	
<b>Office Fax Number</b>	
<b>Email address</b>	

PURCHASE PRICE	
<b>Offer / Purchase price (exclusive of any GST)</b>	<b>Payable on Settlement Date: \$</b> _____
	<b>Plus;</b>
	<b>Stock at Value as at Settlement Date</b>
	<b>Plus;</b>
	<b>Work-In-Progress (WIP) as at Settlement Date</b>
	<b>Plus;</b>
	<b>Any other payment component?</b>

DEPOSIT
Upon signing the contract of sale, the buyer will be required to pay a deposit in the amount of \$ _____.

The deposit will be held **in the Seller/Vendor's Solicitor's Trust Account** until the completion date (i.e. settlement or hand-over date).

**CONDITIONS OF THIS EXPRESSION OF INTEREST**

1. The parties consent to electronic communication.
  2. This expression of interest is not a contract, and neither party intends that these preliminary understandings represent their agreement about the transaction being discussed, nor that it contains all of the terms and conditions that may be contained in any later transaction documents or contract related to a sale of the business.
  3. The preliminary understandings expressed in this expression of interest are subject to, and conditional on, the negotiation and execution of a definitive and final contract.
  4. Either party is free to withdraw from the negotiations of the transaction described in this expression of interest prior to the execution of any definitive and final contract without liability or obligation to the other party.
  5. Either party is free to enter into negotiations with other potential contract partners in connection with the transaction described in this expression of interest. No exclusivity is given or implied.
  6. Each party will be responsible for its own expenses and costs and any actions taken by any party in reliance on this expression of interest or at any point during negotiation will be at that party's own risk.
  7. This expression of interest is not an agreement to negotiate. The parties do not intend to be obligated to use their best endeavours or to reach agreement on any definitive and final contract. The parties do not intend to be obligated to negotiate in good faith to reach agreement on any definitive and final contract.
- For the avoidance of doubt and without limiting the above in any way, this non-binding and preliminary expression of interest imposes no commitment or obligation on any person to proceed with the sale or purchase of the business, nor any commitment or obligation to further negotiate or advance to any further step or discussions.

**PRELIMINARY UNDERSTANDINGS TO EXPRESSION OF INTEREST (EOI)**

<p>Target settlement date of _____</p>	
<p>Subject to a full formal Contract of Sale between the parties</p>	
<p>The proposed Purchaser must clearly identify whether proposing either a Business Assets Sale of a Going Concern or, alternatively, a Share Sale &amp; Purchase.</p> <p>If the Purchaser is proposing to buy the shares in the Company that owns the Business from the Vendor, this must be clearly indicated and must be accompanied by a proposed treatment of all balance sheet items including working capital. Otherwise, the following assumptions apply herein:</p> <ul style="list-style-type: none"> <li>• The proposed sale is assumed to be structured as a Business Assets Sale of a Going Concern.</li> <li>• The assets do not include debts owed to the Vendor on the date of Settlement, cash at bank or cash equivalents of any type.</li> <li>• The assets do not include any assets not specifically identified as included within the sale in the Business Profile or other information for the business.</li> </ul>	<p><b>Insert details</b></p>

Transfer of lease required – subject to Landlord approval.	<b>Applicable / Not Applicable?</b>
Stamp Duties & Registration Transfer Fees on transfer of Vehicles and/or Plant & Equipment to a new entity (or otherwise as become payable) are payable by the Purchaser.	

<b>SIGNATORY/IES FOR BUYER/S</b>		
<b>BUYER/S</b>	<b>SIGNATURE</b>	<b>DATE</b>
1.		
2.		
3.		

<b>SIGNATORY/IES FOR SELLER/S</b>		
<b>SELLER/S</b>	<b>SIGNATURE</b>	<b>DATE</b>
1.		
2.		
3.		