

CONFIDENTIALITY DEED

PARTIES

(Vendor)
Print Name

AND

(Interested Party)
Print Name

DATED:

THIS DEED dated _____

PARTIES _____ Of _____
(Vendor) Print Name *Print Address*

_____ Of _____
(Interested Party) Print Name *Print Address*

INTRODUCTION

- A. The Vendor owns the Confidential Information as defined in this Deed.
- B. The Vendor is prepared to undertake discussions with the Interested Party and to make available to the Interested Party information in relation to the Vendors business known as _____ (“the Business”). The Vendor does so upon the Interested Party’s express undertaking that he will retain in confidence all information the Interested Party may gain or the Vendor may disclose to him concerning the Business.

IT IS AGREED

1. INTERPRETATION

1.1 In this Deed, unless otherwise indicated by the context:

- (a) *Confidential Information* means all financial and business information of whatever kind relating to the Vendor’s business (including, but not limited to any profit projections, research, diagrams, financial information, contracts, tenders, plans, client lists, copyright, marketing and advertising material or other documents whatsoever belonging to the Vendor) disclosed by the Vendor to the Interested Party prior to, at or after the execution of this Deed by the Interested Party and includes:
- (i) All statements whether oral or in writing made prior to, at or after the execution of this Deed by the Vendor and any employees, agents or consultants thereof;
 - (ii) Any other information or knowledge of the Vendor disclosed to the Interested Party during the course of gaining access to information relating to the Business; and
 - (iii) All information or knowledge acquired by the Interested Party as a result of the Vendor permitting the Interested Party to have access to any Confidential Information;
- (b) An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;

- (c) A reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (d) A reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns.

2. **CONFIDENTIALITY**

In consideration of the Vendor providing the Interested Party with access to certain Confidential Information and subject to clause 3, the Interested Party agrees to:

- (a) Treat the Confidential Information as subject to a duty of confidence and will only use the Confidential Information for the purpose of assessing the viability of the Business. The Interested Party will not use the Confidential Information for any other purpose including competing against the Vendor or acting on behalf of any person competing against the Vendor in relation to the Business;
- (b) Except as is permitted specifically under this clause, not in any other way use the Confidential Information without the Vendor's prior written consent (which will not be unreasonably withheld);
- (c) Only disclose the Confidential Information on a 'need to know' basis to the Interested party's directors, senior managers, accountant or legal advisor;
- (d) Advise each person to whom the Confidential Information is disclosed that the Interested Party is subject to a duty of confidence, and that the Confidential Information is not to be used for any purpose other than the assessment of the Business;
- (e) Take at the Interested Party's sole expense whatever steps the Vendor may consider necessary to enforce the duty of confidence against any person to whom the Confidential Information has been disclosed by the Interested Party and who is in breach of that duty;
- (f) Not disclose the Confidential Information to any person not referred to in 2 (c) without the prior written consent of the Vendor;
- (g) Keep a list of all persons to whom any Confidential Information is disclosed and will provide a copy of the list to the Vendor, if requested to do so by the Vendor; and
- (h) Clearly mark all Confidential Information as being subject to this Deed, such marking to state that it is contrary to this Deed to disclose or use the Confidential Information without the prior written consent of the Vendor unless such disclosure or use is in accordance with the terms of this Deed.

3. OBLIGATIONS NOT TO APPLY

The obligations of the Interested Party under clause 2 will not apply to any of the Confidential Information which the Interested Party (or any of the Interested Party's employees or professional advisers) is (or are) required by statute or law (including the Listing Rules of the Australian Stock Exchange Limited) to disclose, reproduce, use or disseminate, subject to reasonable written prior notice being given to the Vendor.

4. SAFE KEEPING AND RETURN OF CONFIDENTIAL INFORMATION

4.1. The Interested Party will ensure that all written material provided by the Vendor to the Interested Party to facilitate their discussions is safely and securely stored when not in use. The Interested Party acknowledges that such material including all copies thereof remains the absolute and exclusive property of the Vendor.

4.2. Upon written demand by the Vendor, the Interested Party will, within 7 days of receipt of such demand, return to the Vendor all Confidential Information received by the Interested Party and any copies of the Confidential Information that the Interested Party has made (whether the Vendor has authorised the Interested Party to make such copies or not), together with the list referred to in clause 2(g). The Vendor will keep that list confidential and will not use or disclose its contents without the prior written consent of the Interested Party or unless it is established that such use or disclosure is necessary to enforce the Vendor's rights as a result of a breach of this Deed and/or the duty of confidence herein referred to.

5. RIGHTS NOT TO BE ASSIGNED

The Interested Party will not assign or transfer all or any part of his rights or obligations under this Deed.

6. INDEMNIFICATION

The Interested Party indemnifies the Vendor against any loss, damage, cost (including legal costs on a solicitor-client or full indemnity basis whichever is the higher) or expense suffered or incurred by the Vendor directly or indirectly in connection with or arising out of or as a result of a breach by the Interested Party or the Interested Party's directors, officers, agents, employees of the Interested Party or professional advisers of any of the terms of this Deed.

7. FAILURE TO ENFORCE NOT TO AFFECT VALIDITY

The failure of the Vendor at any time to enforce any of the provisions of this Deed or any rights in respect hereto or to exercise any election herein provided will not be a waiver of those provisions, rights or elections or affect the validity of this Deed.

8. WAIVER OR VARIATION

- 8.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 8.2. The exercise of a power or right does not preclude:
- (a) Its future exercise; or
 - (b) The exercise of any other power or right.
- 8.3. The variation or waiver of a provision of this Deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

9. GOVERNING LAW AND JURISDICTION

- 9.1. This Deed is governed by the laws of the New South Wales.
- 9.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the New South Wales.

10. FURTHER ASSURANCE

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

11. WHOLE AGREEMENT

In relation to the subject matter of this Deed:

- (a) This Deed is the whole agreement between the parties; and
- (b) This Deed supersedes all oral and written communications by or on behalf of any of the parties.

EXECUTED AS A DEED.

Vendor Company Execution

EXECUTED for and on behalf of

Print Name & ACN

in accordance with Section 127(1) of the
Corporations Act 2001:

.....
Signature of Director/Secretary

.....
Signature of Director

Individual Vendor Execution

EXECUTED by

Print Name

In the presence of:

.....
Signature

.....
Witness Signature

.....
Print witness name

Company Interested Party Execution

EXECUTED for and on behalf of

Print Name & ACN

in accordance with Section 127(1) of the
Corporations Act 2001:

.....
Signature of Director/Secretary

.....
Signature of Director

Individual Interested Party Execution

EXECUTED by

.....
Signature

Print Name

In the presence of:

.....
Witness Signature

.....
Print witness name