

THIS DEED is made on

BETWEEN

(1) **NON EXECUTIVE MANAGEMENT PTY LTD ACN 102 860 480** of Level 6, 606 St Kilda Road Melbourne as trustee for The Business Development Trust

(Discloser)

and

(2)

of

(Recipient)

BACKGROUND

- A. The Recipient is about to visit the Discloser's business premises to assess a business opportunity in connection with the use by the Recipient of the Discloser's Intellectual Property.
- B. During the visit, the Recipient may have access to or be provided with certain of the Discloser's confidential or sensitive business information.
- C. The Recipient enters into this Deed on the terms and conditions set out below.

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Deed, unless the contrary intention appears:

Disclosed Information means:

- (a) the Intellectual Property;
- (b) this Deed and the Purpose;
- (c) information designated as confidential by the Discloser to the Recipient;
- (d) all information which is disclosed, made available or of which the Recipient becomes aware in connection with the Purpose, the Discloser or its business or businesses including:
 - (i) information acquired by the Recipient in the course of discussions with employees, contractors, officers, advisers and agents of the Discloser;
 - (ii) financial and business information of the Discloser or any other person,

which is confidential or of a sensitive nature, in any form, but excludes that which is in the public domain, other than by way of a breach of this Deed;

- (e) any document prepared by the Recipient for the Discloser which incorporates any component or components referred to in (a)-(d) above.

Intellectual Property means the proprietary product or products for the diagnostic analysis of businesses known as "Non Executive Management

Services Systems and Business Procedures” and includes all diagnostic tools, diagnostic templates, business development priorities, business processes, business systems, procedures manuals, training manuals and client networks and referral sources and all revisions and developments thereof.

Purpose means the purpose described in Background Item A.

2. INTERPRETATIONS

In this Deed, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include any other gender;
- (c) a reference to a clause is a reference to a clause or subclause of this Deed;
- (d) a reference to a subclause is a reference to a subclause of the clause in which that reference is made;
- (e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- (f) the word “including” is to be construed without limitation.

3. AUTHORISED USE

The Recipient is to use the Disclosed Information for the Purpose only and is to keep the Disclosed Information confidential.

4. NON-DISCLOSURE

4.1 The Recipient must not do any of the following:

- (a) use the Disclosed Information for a purpose other than the Purpose;
- (b) make copies in any format of the Disclosed Information without the authorisation of the Discloser;
- (c) allow a third party to utilise or have access to the Disclosed Information;
or
- (d) make any use, directly or indirectly, of the Disclosed Information in a manner inconsistent with this Deed, the Purpose or the instructions of the Discloser.

4.2 On completion of the Purpose (as determined by the Discloser) the Recipient is, unless the Discloser indicates otherwise, to:

- (a) return to the Discloser originals and copies of all documents containing components of Disclosed Information; and
- (b) (if applicable) permanently remove all Disclosed Information and all other information containing Disclosed Information from the Recipient's computer systems.

4.3 The obligations of the Recipient survive the completion of the Purpose. They continue, in respect of each component of Disclosed Information, until that component is in the public domain, other than by way of a breach of this Deed.

4.4 A breach of this Deed by the Recipient will cause significant loss and damage to the Discloser for which damages or an account of profits may not provide an adequate remedy. Without prejudicing the Discloser's right to seek damages or pursue its other rights or remedies, the Discloser is entitled to apply for injunctive relief to restrain the Recipient from any breach or threatened breach of this Deed.

5. GENERAL

5.1 This Deed constitutes the entire Deed between the Parties and supersedes all prior representations, deeds, statements and understandings, whether verbal or in writing.

5.2 No modification or alteration of this Deed is valid except if in writing signed by each party.

5.3 If any provision of this Deed is held invalid, unenforceable or illegal, this Deed is to remain otherwise in full force apart from that provision which is deemed severed.

5.4 Any failure by the Discloser to enforce any right under this Deed, or any forbearance, delay or indulgence granted by Discloser to the Recipient, is not to be construed as a waiver of the Discloser's rights under this Deed.

5.5 This Deed is for the benefit of and is binding on the parties and their successors, trustees, permitted assigns or receivers.

5.6 This Deed is governed by and is to be construed in accordance with the laws of the State of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the Victorian Courts and the Federal Court.

SIGNED by the parties as a deed.

SIGNED by **NON EXECUTIVE MANAGEMENT PTY LTD** as trustee for The Business Development Trust by being signed by those persons who are authorised under its Constitution to sign for the company

.....

John McKinstry, Managing Director

Noel Scully, Director/Secretary

6/606 St Kilda Rd Melbourne Vic 3004

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SIGNED by;)
in the presence of:)

x

.....
Witness

.....
Name of witness (print)