

CONFIDENTIALITY DEED

This Deed is made the _____ day of _____ 2017

BETWEEN: **EFFECTIVE OFFICE SOLUTIONS Pty Ltd** of 16 / 33 Meakin Road Meadowbrook QLD 4131
("The Discloser")

AND: _____ of
("The Recipient/s")

IN RELATION TO THE NON-DISCLOSURE OF INFORMATION.

WHEREAS:

- A. The Discloser has an innovative new business concept based on certain confidential information to commercialise and bring to the market place.
- B. The Parties have entered into discussions based on this innovative new business concept.
- C. The Discloser requires the Recipient/s to undertake to preserve and maintain the confidentiality of certain information and documents relevant to the innovative business concept.

It is hereby agreed as follows:

1. DEFINITIONS

- 1.1 "Confidential information" has the meaning specified in sub-clause 1.2 to 1.4 in the Schedule;
"Copyright material" means any works or other subject matter in which copyright subsists or is capable of subsisting under the Copyright Act 1968 (Cth) or equivalent legislation;
"Deed" means this Deed in relation to the non-disclosure of Confidential Information;
"Intellectual Property Rights" means rights subsisting or capable of subsisting or being obtained under intellectual property legislation, including legislation dealing with copyright, circuit layouts, designs, patents, plant varieties or trade marks, and whether in Australia or overseas;
"Party" means either the Discloser or the Recipient/s as the context indicates;
"Schedule" means the schedule to this Deed;
"Business" means the Business and that property referred to in the Schedule;
"Contract" means any Contract or Service Contract entered into between the Parties, in light of this Deed or as a particular result of this Deed as may be contained in the Schedule, pursuant to which it may be necessary for the Discloser to disclose Confidential Information to the Recipient/s;
"Immediately" pursuant to sub-clause 4.1 shall mean no later than 5pm, one business day from cessation of use of confidential information or material.
- 1.2 Except to the extent such information is public knowledge or becomes public knowledge other than by breach of this Deed, "Confidential Information", shall mean for the purposes of this Deed:
 - (a) information or material proprietary to the Discloser;
 - (b) information designated in writing as confidential by the Discloser from time to time during the term of this Deed;
 - (c) information acquired by the Recipient/s in the course of negotiations between the Parties;
 - (d) information acquired by the Recipient/s by virtue of entering any additional Services Contracts;
 - (e) trade secrets;
 - (f) information imparted in confidence to the Recipient/s by the Discloser;
 - (g) information listed in the Schedule;
 - (h) any copyright material produced in relation to this Deed or any other contracts entered into between the parties; and
 - (i) any other information classifiable in equity as confidential information.
- 1.3 Without limiting the foregoing, "Confidential Information" shall, where any additional services contract relates to computer software, include but not be limited to source codes, object codes, user manuals, programming manuals, modifications manuals, flow charts, drawings, workbooks, software listings, models, drafts and diagrams relating to the software, film production, International promotions, events, CD's, DVD's and websites.
- 1.4 The term "Confidential Information" extends to all forms of storage or representation of the information referred to in Clause 1 including, but not limited to, loose notes, diary entries, drawings, notes and entries, memoranda, photographs, electronic storage and computer print-outs.

2. INTERPRETATION

- 2.1 In this Deed, unless the contrary intention appears:
 - (a) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (b) a cross reference to a clause number is a reference to its sub-clauses;
 - (c) words in the singular number include the plural and vice versa;
 - (d) words imposing a gender include any other gender;
 - (e) a reference to a person includes a partnership and a body, whether corporate or otherwise;
 - (f) a reference to a clause is a reference to a clause or sub-clause of this Deed;
 - (g) a reference to a clause is a reference of a sub-clause of the clause in which that reference is made;
 - (h) 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;
 - (i) a reference to the Schedule includes a reference to any part of the Schedule which is not physically annexed to this Deed but which is incorporated by reference;
 - (j) the Recitals to this Deed do form part of this Deed.

3. RECIPIENT'S UNDERTAKING

- 3.1 The Recipient/s agree/s not to disclose to a third party, directly or indirectly, any Confidential Information that was attained at the initial meeting or during the course of any other meetings, discussions or exchange of correspondence from time to time as undertaken by the parties.
- 3.2 The obligations contained in this Deed extend to the Recipient's employees if applicable.
- 3.3 If so requested by the Discloser, the Recipient/s shall procure the execution of a separate Confidentiality Deed in a form acceptable to the Discloser by such of its employees, agents, sub-contractors or consultants as are designated by the Discloser from time to time.
- 3.4 The Recipient/s undertakes not to re-engineer or cause another to re-engineer the draft copies of the franchise due diligence workbook or any other intellectual property resulting from this Deed.
- 3.5 The Recipient/s acknowledges that the Discloser is entitled to any Intellectual property rights that may arise or be capable of being claimed as a result of this Deed or subsequent as entered into between the parties.
- 3.6 The Recipient/s acknowledges that the restrictions contained in this Deed are fair and reasonable and are reasonably required by the Discloser to protect the new innovative ideas and business concepts that form the purpose of this Deed.

4. RETURN OF MATERIALS

- 4.1 The Recipient/s shall return all materials containing or relating to the Confidential Information immediately including the draft workbook provided at the original meeting of the parties to discuss the contents of this Deed:
 - (a) in the event the parties elect not to enter into a further consultancy services contract;
 - (b) the Services to which the materials relate have been completed;
 - (c) upon termination of any Contracts aforementioned in Clause 4.1(a) of this Deed;
 - (d) in any event, upon demand by the Discloser.
- 4.2 Without limiting the foregoing, the Recipient/s undertakes that upon a time nominated by the Discloser or at the trigger of any of the events aforementioned in Clause 4.1 the Recipient/s shall immediately hand over to the Discloser, and shall not retain or remove from the premises where the Services were performed, any record, representation or reproduction (written, electronic, photographic or otherwise) of the Confidential Information.
- 4.3 The Recipient/s consents, and shall procure the necessary consent in respect of its employees, agents, sub-contractors or Consultants if any to such inspections and audits as may be reasonably required by the Discloser to ensure compliance with this clause.

5. SURVIVAL OF UNDERTAKINGS

- 5.1 The Recipient/s acknowledges and agrees that the undertakings given in relation to the Confidential Information in this Deed and all other Clauses of this Deed shall survive the termination of this Deed and the Services Contract and shall continue in force until such time as the Confidential Information becomes public knowledge other than by breach of this Deed.
- 5.2 The Recipient/s acknowledges that information will not be deemed to be public knowledge solely by virtue of the fact that it is embraced by more general information which may have become public knowledge.

6. ENTIRE UNDERTAKING

This Deed constitutes the entire undertaking by the Recipient/s in relation to the non-disclosure of the Confidential Information and supersedes all prior representations, agreements, statements and understandings between the Parties, whether verbal or in writing.

7. NON CIRCUMVENTION

The Recipient/s hereby agrees not to circumvent nor to attempt to circumvent the Confidential Information including but not limited to the Business Models and Methods as disclosed by the Discloser by using or attempting to use itself or by referring to others to use the said materials disclosed by the Discloser pursuant to this Deed.

8. INDEMNITY

The Recipient/s agrees to indemnify and hold harmless the Discloser against all costs, liability, losses and claims incurred by the discloser as a result of a breach of this Deed.

9. EQUITABLE RELIEF

The Recipient/s acknowledges that the value of the Confidential Information of the Discloser is such that an award of damages and account of profits may not adequately compensate the Discloser in the event of a breach of this Deed by the Recipient/s. The Recipient/s acknowledges that, without in any way compromising its right to seek damages or any other form of relief in the event of a breach of this Deed, the Discloser may seek and obtain an ex parte interlocutory or final injunction to prohibit or restrain the Recipient/s or its employees, sub-contractors or agents from any breach or threatened breach of this Deed.

10. AMENDMENT

This Deed may not be varied except in writing signed by both Parties.

11. SEVERABILITY

If any provision of this Deed is held invalid, unenforceable or illegal for any reason, this Deed shall remain otherwise in full force apart from such provision which shall be deemed deleted.

12. COUNTERPARTS

This Deed may be executed in any number of counterparts.

13. LEGAL ADVICE

Each Party acknowledges that in relation to this Agreement it has received legal advice or has had the opportunity of obtaining legal advice.

14. GOVERNING LAW

This Deed will be governed by and construed according to the law of the State of Queensland and the parties submit to the jurisdiction of the courts of that State.

EXECUTED AS A DEED

IN WITNESS HEREOF the parties hereto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED AND)
DELIVERED by Andrea Juliette Richman)
Managing Director of Effective Office Solutions Pty Ltd)
in the presence of:)

.....
Justice of the Peace/ Solicitor or person over 18 years

SIGNED SEALED AND).....
DELIVERED by the Recipient/s)
in the presence of:)

.....
Justice of the Peace/ Solicitor or person over 18 years

SCHEDULE 1

ITEMS SPECIFICALLY LISTED AS CONFIDENTIAL

Business models, intellectual property, business concepts, business ideas, productions, figures, plans, documents, Franchise manuals, systems, training and other documentation or workbooks, the Disclosure's personal story, methods, related information for the purpose of commercialisation of a new innovative business concept which includes production of book, film, promotional material, sponsorship proposals of the business concept.