

Confidentiality Agreement

This Agreement is made on ___/___/_____

BY:----- ACN:

In favour of: Sentia (ACT) Pty Ltd
(the "Discloser").

Background This deed poll sets out confidentiality undertakings given by the Recipient in respect of the Confidential Information to be disclosed to the Recipient, by or on behalf of the Discloser.

1. Definitions

1.1 Definitions

The meanings of the terms used in this deed poll are as follows:

- (a) Building means 14 Barker Street, Griffith ACT
- (b) **Confidential Information** means all information which:
 - (1) is disclosed to the Recipient or a Specified Person (whether before or after the date of this deed poll) by or on behalf of the Discloser;
 - (2) relates directly or indirectly to the Discloser or the Business, or the past, existing or future business, operations, administration or strategic plans of the Discloser or the Business; and
 - (3) is in oral or visual form, or is recorded or stored in a Document, and includes but is not limited to:
 - (i) all Documents created or prepared by the Recipient or its Specified Persons which reproduce, reflect, utilise or relate to any of the information referred to in paragraphs (1) and (2) of this definition; and
 - (ii) the fact that Confidential Information has been disclosed, the existence and content of this deed poll and the existence of discussions between the Recipient and the Discloser relating to or arising from the Express Purpose.
- (c) **Corporations Act** means the *Corporations Act 2001* (Cth).

- (d) **Document** includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program, computer record, circuit, circuit layout, drawing, specification, material or any other means by which information may be stored or reproduced, whether an original or a copy.
- (e) **Express Purpose** means the assessment, due diligence, and, if applicable, negotiation of a potential transaction involving the acquisition of the Business by the Recipient (or one if its Related Bodies Corporate) from the Discloser (or an entity or entities comprising the Discloser).
- (f) **Related Body Corporate and Related Entity** have the meaning given to those terms in the Corporations Act.
- (g) **Specified Person** means any Related Body Corporate of the Recipient and any officers, employees and advisers of the Recipient or of any of its Related Bodies Corporate:
 - (1) who have a specific need to have access to the Confidential Information for the Express Purpose; and
 - (2) who have been made aware (before receiving any Confidential Information) of the terms upon which the Confidential Information has been disclosed.

2. Benefit of undertakings

The Discloser holds the benefit of the undertakings in this deed poll on its own behalf and its Related Entities and the Recipient acknowledges and agrees that the Discloser may enforce the undertakings in this deed poll directly against the Recipient.

3. Confidentiality undertakings

In consideration of the Recipient agreeing to the confidentiality undertakings set out in this deed poll, any Confidential Information disclosed to the Recipient is disclosed on the following terms:

- (a) The Recipient acknowledges that the Confidential Information is secret and highly confidential to the Discloser;
- (b) The Recipient agrees to hold the Confidential Information in strict confidence and not disclose, publish or cause or permit the disclosure or publication of, the Confidential Information or the Express Purpose, except as permitted under this deed poll or with the prior written consent of the Discloser;
- (c) The Recipient may only use the Confidential Information for the Express Purpose;
- (d) The Recipient may disclose the Confidential Information to a Specified Person and the Recipient must ensure that no Specified Person does anything which, if done by the Recipient, would be inconsistent with the undertakings in this deed poll;
- (e) The Recipient indemnifies the Discloser in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Discloser may directly or indirectly suffer, incur or is liable for as a result of or in respect of:

- (1) a breach of any of the undertakings of the Recipient contained in this deed poll; or
 - (2) any infringement of the Discloser's rights in respect of the Confidential Information by the Recipient or any Specified Person.
- (f) The Recipient must keep the Confidential Information secure and protected from any unauthorised use, disclosure, access, damage or destruction and promptly notify the Discloser if it suspects, or becomes aware of, any unauthorised use, storage, copying or disclosure of the Confidential Information;
- (g) If requested by the Discloser, the Recipient must immediately return to the Discloser, or destroy or delete as the Discloser directs, all Documents which are or contain Confidential Information;
- (h) Despite anything in clause 3(g), but subject to anything else in this deed poll, the Recipient may retain Documents containing any Confidential Information that the Recipient is required to retain by a legal or regulatory requirement or for corporate governance or compliance purposes;
- (i) The Recipient acknowledges that the Confidential Information is the exclusive property of the Discloser and this deed poll does not give any right, title or interest in it to the Recipient or any Specified Person;
- (j) The Recipient must do anything required by the Discloser to prevent or stop a breach or threatened breach of this deed poll or an infringement or threatened infringement of the Discloser's rights arising out of this deed poll by any person, whether by court proceedings or otherwise;
- (k) The Recipient acknowledges that damages may be inadequate compensation for breach of this deed poll and the Discloser may, in addition to any other remedies, seek to restrain by an injunction or similar remedy, any conduct or threatened conduct which is or would be a breach of this deed poll;
- (l) Nothing in this deed poll requires the Discloser to disclose to the Recipient any Confidential Information or confirms that the Discloser and the Recipient have an agreement or arrangement with respect to any proposed transaction relating to or arising from the Express Purpose. The Discloser does not represent that the Confidential Information disclosed is complete, accurate or sufficient for the Recipient's purposes. The Recipient must make its own assessment of whether Confidential Information is correct, complete or useful to it and must solely rely on its own assessment; and
- (m) The undertakings referred to above do not apply to any part of the Confidential Information that:
 - (1) the Recipient is required to disclose by any applicable law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator provided that the Recipient must only disclose the minimum Confidential Information required to comply with the applicable law, order or requirement and before making such disclosure, the Recipient must consult with the Discloser as to the form of the disclosure;
 - (2) is in the public domain other than as a result of a breach of this deed poll;
 - (3) is received by the Recipient from a person (other than a Discloser or any employee, officer, agent or adviser of a Discloser) legally entitled to possess that information and provide it to the Recipient; or
 - (4) was at the time of disclosure already in the lawful possession of the Recipient.

4. General

- (a) The term of this deed poll shall expire 3 years from the date of its execution other than the indemnity in this deed poll which survives termination of this deed poll.
- (b) The laws of the Australian Capital Territory govern this deed poll and the Recipient irrevocably submits to the exclusive jurisdiction of the courts of the Australian Capital Territory.
- (c) This deed poll is the entire agreement between the Recipient and Discloser in respect of its subject matter.
- (d) The Recipient represents and warrants to the Discloser that it has the full power and authority to execute and deliver this deed poll and to consummate the transactions contemplated herein.

Executed as a deed poll

Signed Sealed and Delivered

by:-----

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

Signature of director/Authorized person

Name of Director/Authorized person

Date: ____/____/-----