

THIS CONFIDENTIALITY DEED is made the ____ day of _____ 20_____

BETWEEN:

1. **PWx**

AND

2.

("the Disclosee")

Email Address: _____

Phone Number: _____

THIS DEED WITNESSES AS FOLLOWS:

1. In this Deed, "**Confidential Information**" means all and any information, materials, data, plans, formulations, specifications, know-how, processes, product development, manufacturing, marketing or sales information and any business information **PWx** furnished by or on behalf of **PWx** to the Disclosee in any form or media whatsoever, whether before or after execution of this Deed, and either directly or indirectly. Such information shall not be considered confidential where it is established that such information is:
 - (a) information which at the time of disclosure was or is in the public domain;
 - (b) information which, subsequent to disclosure becomes part of the public domain, except through disclosure by the Disclosee, directly or indirectly in violation of this Deed;
 - (c) information which the Disclosee can prove was in its possession at the time of disclosure by **PWx** to the Disclosee or was not otherwise acquired from **PWx** directly or indirectly.
2. **PWx** will disclose the Confidential Information to the Disclosee for the purpose of the Disclosee evaluating the opportunity to invest or provide advice to **PWx**, and for no other purpose. Neither **PWx** nor any person connected with it represents that the Confidential Information is necessarily correct or complete, and the Disclosee shall use its own judgment in assessing any opportunity or information.
3. The Confidential Information and any industrial and intellectual property rights of whatever nature in and to the Confidential Information are and will at all

times remain the exclusive property of **PWx** and the Disclosee will have no right, title or interest to or in the Confidential Information or any right under any circumstances whatsoever to use, employ or exploit the Confidential Information otherwise than as permitted by **PWx**.

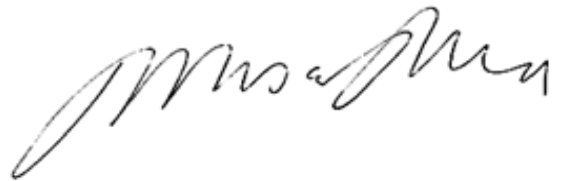
4. The Disclosee represents and warrants to and covenants with **PWx** that:
- (a) it will maintain in strict confidence for **PWx** each and every part of any Confidential Information;
 - (b) it will not use or cause or permit the Confidential Information or any part of it to be used for its benefit or for the benefit of any person except for the purposes of this Deed;
 - (c) it will not cause or permit to be made otherwise than for the benefit of **PWx** any notes or memoranda relating to the Confidential Information or any part of it;
 - (d) it will not communicate or cause or permit to be communicated to any person other than **PWx** any opinion regarding the Confidential Information or any part of it;
 - (e) it will not disclose or cause or allow the Confidential Information or any part of it to be disclosed to any person without the prior written permission of an authorised officer of **PWx** and subject to the provision of secrecy and non-use undertakings of the recipient acceptable to **PWx**;
 - (f) it shall not copy or duplicate the Confidential Information or any part of it without the prior written permission of an authorised officer of **PWx**;
 - (g) it has valid and enforceable agreements with each of its employees and will require all new employees to enter into such agreements prohibiting the disclosure by such employees of any Confidential Information disclosed to such employees;
 - (h) it will use its best endeavours and take all necessary action with respect to the use, copying, duplication, access, security and protection of the Confidential Information or any part of it to prevent disclosure or any part of it to third persons;
 - (i) it will only disclose or give access to Confidential Information or any part of it to employees or officers of the Disclosee directly connected with the assessment of the investment opportunity with a need to know and then only to the extent which is necessary and subject to sub-clause 3(e);
 - (j) the terms of this Deed are not inconsistent with other contractual obligations it may have;
 - (k) it will not disclose the content of any discussions in relation to the subject matter of this Deed without **PWx's** prior written consent;

- (l) nothing in this Deed shall be construed to bind or obligate either party to pursue any further agreements or commercial arrangements with one another.
5. If the Disclosee is or may be required by law or court order to disclose any of the Confidential Information it must immediately notify **PWx** in writing of the requirement. The Disclosee agrees to use reasonable endeavours to assist and permit **PWx** to oppose or restrict disclosure. If disclosure cannot be avoided, the Disclosee shall use its best efforts to make disclosure on terms, which will preserve the strictest confidentiality of the Confidential Information. Nothing in this clause authorises the Disclosee to make any announcement which discloses, nor to make any use of, the Confidential Information without the express written consent of **PWx**;
6. On the termination of this Deed or any other agreement relating to the subject matter of the Confidential Information or on receipt of written request from **PWx** (whichever is the earlier), the Disclosee must immediately return to **PWx** (or, if acceptable to **PWx** in its sole and absolute discretion, destroy) all notes, memoranda, documents, computer records, any magnetic media and any other materials (whether written or otherwise) which contain or relate to any Confidential Information.
7. The obligations of confidentiality under this Deed will continue and remain in full force and effect notwithstanding termination of this Deed or entry into an agreement or other arrangement regarding investing in **PWx**.
8. This Deed is governed by the law in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Deed.
9. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
10. This Deed may only be amended or supplemented in writing, signed by the parties.
11. Nothing in this Deed is to be treated as creating a partnership or joint venture between the parties under the laws of any applicable jurisdiction and no party may act or has any authority to act as agent of or in any way bind or commit the other party to any obligation.

- 12. The only enforceable obligations and liabilities of the parties in relation to the Confidential Information are those that arise out of the provisions contained in this Deed. All representations, communications and prior agreements in relation to the Confidential Information are merged in and superseded by this Deed.
- 13. For the purposes of this Deed, the terms “PWx” and “the Disclosee” will include each of their employees, agents, consultants and advisors.
- 14. References to “opportunity to invest” are for convenience of description only. Neither such reference nor anything connected with this Deed, its subject matter nor its entry or the circumstances of its entry creates or records any expectation that any opportunity to invest exists, or that any proposal to invest will be made or accepted.

EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED)
by an authorised representative of **PWx** in)
the presence of:)

.....
Name (printed): Grant Musaphia

.....
Witness
Name (printed): Craig Jamieson

SIGNED SEALED AND DELIVERED)
by)
)
)

In the presence of:

.....
Name (printed):

.....
Witness
Name (printed):