

MUTUAL CONFIDENTIALITY DEED

BETWEEN the Parties listed in the Schedule

BACKGROUND

- A. The parties intend to enter into the Start Global glo project program and engage solely for the purpose identified in the Schedule (**Purpose**).
- B. In connection with the Purpose, each party (**Receiving Party**) may need information from the other party (**Disclosing Party**) that the Disclosing Party regards as confidential.
- C. The Receiving Party agrees to maintain the confidentiality of that information on the terms of this Deed.

DEED

1. Definitions

In this Deed, the following terms are defined:

Confidential Information means any information disclosed by the Disclosing Party (or any of its parent, subsidiary or affiliate companies) to the Receiving Party (or any of its parent, subsidiary or affiliate companies)

including but not limited to pricing, trade secrets, formulas, financial affairs, costs, business documents, margins, drawings, designs, specifications, manufacturing data, instructions, mailing or other marketing lists, customer lists, customer data, sources of supply, employees, dealings with third parties (including government bodies), tangible and intangible property, any advertising, promotion, product or program concepts, plans or proposals, or any other information of a proprietary or non-public nature, including the existence of this Deed and any discussions between the parties regarding the Purpose, but excludes information which:

- (i) was known to the Receiving Party before the time of disclosure, and which is not the subject of an existing obligation of confidence;
- (ii) was in, or enters, the public domain otherwise than as a result of Receiving Party's breach of this Deed or other obligation of confidence; or
- (iii) is lawfully obtained by the Receiving Party from a person who is not under an obligation of confidence to the Disclosing Party in respect of that information.

Related Bodies Corporate has the meaning given under the *Corporations Act 2001 (Cth)*.

2. The Parties Confidentiality Obligations

- 2.1 The Receiving Party must, in respect of Confidential Information it receives or in any manner obtains:
 - (a) maintain the confidentiality of the Confidential Information and keep the existence of the negotiations with the Disclosing Party confidential if requested;
 - (b) take appropriate measures to secure the Confidential Information so as to prevent unauthorised access, including by complying with all reasonable instructions or directions given to the Contractor by the Disclosing Party in relation to securing or marking the Confidential Information;
 - (c) not disclose or permit the disclosure of any aspect of the Confidential Information to any third party without the prior written consent of the Disclosing Party;
 - (d) not use any of the Confidential Information otherwise than for the Purpose;
 - (e) not disclose or permit disclosure of the Confidential Information to any of its officers or employees, except for those of its officers and employees who need to have access to the Confidential Information for the Purpose;
 - (f) procure that its officers and employees and the officers and employees of its Related Bodies Corporate always comply with its obligations under this Deed; and
 - (g) upon request:
 - (i) cease all use of the Confidential Information;
 - (ii) promptly deliver to the Disclosing Party any documents or other materials in the possession or control of the Receiving Party which embody or contain any of the Confidential Information, whether obtained from the Disclosing Party or made by or behalf of the Receiving Party;
 - (iii) permanently delete all Confidential Information from any computers or other electronic storage devices owned or used by the Receiving Party; and
 - (iv) certify in writing to the Disclosing Party that it has fully complied with the requirements of this clause.
- 2.2 The obligations upon the Receiving Party under this Deed are in addition to and in no way detract from the equitable obligations of the Receiving Party in respect of Confidential Information.
- 2.3 The Receiving Party is excused from complying with its obligations under clause 2.1 to the minimum extent necessary to enable the Receiving Party to comply with any relevant regulatory obligation or judicial order (**Disclosure Obligation**), provided that the Receiving Party;

- (a) notifies the Disclosing Party in writing of the existence of the Disclosure Obligation as soon as possible after becoming aware of it;
 - (b) allows the Disclosing Party a reasonable time in which to consider the impact of the Disclosure Obligation; and
 - (c) if requested to do so by the Disclosing Party exercises all reasonable legal rights and avenues available to the Receiving Party to avoid or minimise the impact of the Disclosure Obligation.
- 2.4 If the Disclosing Party reasonably suspects or believes that the Receiving Party has breached its obligations under this Deed, or its equitable obligations of confidence, it may give notice to the Receiving Party specifying the nature of the alleged breach. The Receiving Party must, as soon as possible following receipt of such a notice, investigate the allegation and provide a detailed written response to the Disclosing Party, specifying:
- (a) whether the Receiving Party acknowledges or denies the breach; and
 - (b) any facts or legal arguments upon which the Receiving Party relies to support its position.
- 3. Intellectual Property Rights**
- 3.1. No licenses or rights under any patent, copyright, design, plant breeders right, trade mark, or trade secret are granted or implied by this Deed except to the minimum extent necessary for the Purpose.
- 3.2. All Confidential Information disclosed under this Deed remains the Disclosing Party's intellectual property.
- 4. Non-compete and Non-circumvention**
- 4.1. Each party may not, either directly or indirectly, on their own account or on behalf of any other person, during the period of engagement with the Glo project and for a period of 18 months after the date of the termination of the Glo project;
- (a) perform, or cause to be performed, in any capacity, and by whatever means, any business or services for any participants, staff, volunteers, start-ups customers, suppliers, mentors and employees of the Glo project or any Related Body Corporate of the Glo project, or any person who during the 12 months immediately preceding the termination of engagement, was a participant, staff member, volunteer, start-ups customer, supplier, mentor and employees of the Glo project, or any Related Body Corporate of Glo project (Prior Customer); or
 - (b) interfere, compete or seek to interfere with, the relationship between Glo project, or any Related Body Corporate of Glo project, and the staff, volunteers, start-ups customers, suppliers and employees of the Glo project;
deal or become involved with any entity, person or party introduced directly or indirectly, by or through the Glo project for any purpose, including a purpose that circumvents or is contrary to the Purpose, without specific written approval of the Glo project.
- 5. Liability and Warranties**
- 5.1. Any Confidential Information disclosed pursuant to this Deed is provided on an "as is" basis. The Receiving Party agrees to bear any risk associated with using Confidential Information as contemplated under this Deed.
- 5.2. The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and that to do so does not violate any obligations to any third party.
- 5.3. The Disclosing Party does not warrant or represent the accuracy, completeness or suitability for any particular use of Confidential Information, or that Confidential Information can be used without infringing third party rights. Any such warranty or representation is excluded to the maximum extent permitted by law.
- 6. Legal Relationship**
This Deed does not create a partnership or agency relationship between the parties.
- 7. Entire Agreement**
This Deed contains the entire agreement between the parties in relation to its subject matter, and supersedes any prior or collateral communications or understandings between the parties. The parties' obligations under this Deed may only be varied by all parties' agreement in writing.
- 8. Further Assurances**
Each party must do all things necessary or reasonably desirable to give effect to, and must refrain from doing anything, which might hinder compliance with this Deed.
- 9. Severability**
Each clause of this Deed and each part of each clause must be read as a separate and severable provision. If any provision is found to be void or unenforceable, that provision may be severed and the remainder of the Deed must be interpreted as if the severed provision had never existed.
- 10. Governing Law**
This Deed is governed by the laws in force in the state of Victoria, Australia. Each party submit to the exclusive jurisdiction of the courts in Victoria, Australia.

