Dated 28 May 2020

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| **First Party** | **Waldron Solutions Pty Ltd (ABN 75238832989) of** **15 Menzel Crescent, Dunlop, ACT 2615** |
| **Second Party** |  |

Background

A Each party may have in the past provided and may in the future provide the other party with Confidential Information.

B The Recipient agrees to keep the Confidential Information confidential and to use or disclose the Confidential Information only as permitted by this agreement. The Recipient will not use the Confidential Information to circumvent the Discloser.

Agreed terms

**1 Disclosure and use of Confidential Information**

**Disclosure and use**

1.1 The Recipient must:

1. (keep the Confidential Information in strict confidence and only use the Confidential Information for the Permitted Purpose;
2. subject to clause 1.3, not disclose, or cause or permit the disclosure of, the Confidential Information, except to its Permitted Persons or with the prior written consent of the Discloser; and
3. not reproduce any Confidential Information.

**Exclusion**

1.2 The obligations of confidence in clause 1.1 do not apply to the extent that

Confidential Information:

1. is required to be disclosed by applicable law or regulation, or under compulsion of law by a court or Government Agency or in accordance with the rules of any stock exchange, as long as the Recipient discloses the minimum amount of Confidential Information required to satisfy the law;
2. before disclosing any information, gives notice to the Discloser to allow the Discloser to legally challenge the required disclosure and takes steps (whether required by the Discloser or not) to maintain such Confidential Information in confidence in each care so far as reasonably practicable and save to the extent prohibited by law or regulation;
3. prior to the date of disclosure of such Confidential Information, is made known to the Recipient by a third party who did not, to the knowledge of the Recipient, acquire knowledge of such Confidential Information, either directly or indirectly, under an obligation of confidentiality;
4. the Recipient can establish was in its possession prior to the date of disclosure of such Confidential Information; or
5. is in the public domain otherwise than as a result of a breach of this agreement or other obligation of confidence.

**Permitted disclosure**

1.3 If the Recipient discloses Confidential Information as permitted under this agreement, the Recipient must advise the person to whom the Confidential Information is disclosed:

1. to keep the Confidential Information in strict confidence and only use the Confidential Information for the Permitted Purpose;
2. not to disclose, or cause or permit the disclosure of, the Confidential Information, except to the Recipient’s Permitted Persons, without the prior written consent of the Discloser; and
3. not reproduce any Confidential Information.

1.4 The Recipient will be liable for any breach of this agreement by a Permitted Person.

**No reliance**

* 1. The Recipient acknowledges and agrees that:
1. the Discloser makes no representations or warranties as to the accuracy or completeness of the Confidential Information;
2. the Confidential Information may be inaccurate or incomplete; and
3. the Discloser is not liable for any loss or damage however caused (including by the negligence of the Discloser) suffered or incurred by the Recipient in connection with the Confidential Information or this agreement.

For greater certainty, this clause shall not operate to reduce or otherwise limit any liability associated with any representations and warranties that may be provided by the Discloser under any definitive agreements that may be entered into as part of the Permitted Purpose, nor shall it be effective to limit or exclude any liability for fraud.

**Injunctive relief**

1.6 The Recipient acknowledges that:

1. the Discloser may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information of the Discloser, and that monetary damages would be an insufficient remedy; and
2. in addition to any other remedy available at law or in equity, the Discloser is entitled to injunctive relief to prevent a breach of, and to compel specific performance of this clause 1.

**Contacts Deemed Exclusive and Valuable**

1.7 The Parties involved in this Agreement may, through a transaction or series of transactions, learn from one another, or from their principals, the names, telephone numbers, email addresses, and other contact information of clients, borrowers, investors, lenders, agents, brokers, lending corporations, banks, manufacturers, individuals and/or trusts, or buyers and sellers hereinafter referred to as “Contacts.” The Parties agree that the identities of the Contacts shall be recognized by the other Party as the exclusive and valuable Contacts of the introducing Party and shall remain so

for the duration of this Agreement, including any renewal/roll-over period.

 **Confidentiality of Contacts**

1.8 The Parties shall keep strictly confidential the names and any other identifying information of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact, unless that Party gives prior written consent.  Such confidentiality will include any names, addresses, email addresses, social media addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

**2 Intellectual property**

 The Recipient acknowledges that:

1. as between the parties the Discloser retains the Intellectual Property Rights in and in connection with the Confidential Information; and
2. nothing in this agreement is intended to give the Recipient any Intellectual Property Rights or other rights in or in connection with the Confidential Information.

**3. Return or Destruction**

If requested by the Discloser, the Recipient’s right to use the Confidential Information ceases and the Recipient must promptly, at the Recipient’s sole option:

1. return to the Discloser; or
2. destroy and certify in writing to the Discloser the destruction of;

all Confidential Information. Notwithstanding the foregoing, the Recipient may retain that portion of the Confidential Information that: (i) the Recipient or its associates or affiliates is required by law or insurance/audit/corporate record requirements to retain a copy of; (ii) comprises the Recipient’s or its associates’ or affiliates’ director's papers or the minutes of the Recipient or its associates’ or affiliates’ board or any committee of that board; (iii) is the subject of legal professional privilege in favour of the Recipient or its associates or affiliates or (iv) is retained in any regularly generated electronic backup data of the Recipient or its associates or affiliates computer systems.

**4 Capacity Warranties**

The Recipient represents and warrants, and it is a condition of this agreement, that:

1. the Recipient has full power and authority to enter into and

perform its obligations under this agreement;

1. the Recipient has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms; and
2. the execution, delivery and performance by the Recipient of this agreement do not and will not violate its constitution or other constituent documents.

**5. Term and Termination**

**Term**

5.1 This Agreement is effective for a minimum period of Two (2) years from the date of execution of this Agreement, and for a period of two (2) years after the exchange of information or the completion of each transaction, whichever occurs later in time.

**After expiry**

5.2 On expiry of this agreement accrued rights or remedies of a party are not affected.

**6 Costs and taxes**

**Costs payable by each party**

6.1 Each party must meet or pay its own legal costs and disbursements in respect of the preparation, negotiation and execution of this agreement.

**7 General**

**Governing law and jurisdiction**

7.1 This agreement is governed by Australian law.

7.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Australia

**Assignment and novation**

7.3 The Recipient must not assign, in whole or in part, or novate the Recipient’s rights and obligations under this agreement without the prior written consent of the Discloser.

7.4 The Discloser may assign its interest under this agreement.

**Severability**

7.5 A clause or part of a clause of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining clauses or parts of the clause of this agreement continue in force.

**Entire agreement**

7.6 This agreement supersedes all previous agreements about its subject matter. This agreement embodies the entire agreement between the parties.

**Public disclosure**

7.7 Except to the extent required by applicable laws, legal process or stock exchange rules, neither party shall publicly disclose any information regarding the Permitted Purpose, including, without limitation, the fact that this agreement has been executed, the fact that Confidential Information has been disclosed to the Recipient and the existence, contents and status of any discussions or negotiations between the parties relating to the Permitted Purpose, nor issue any press release or public statement relating to the Permitted Purpose, except with the prior written consent of the other party. For greater certainty, the restrictions in this clause 7.7 shall prohibit the Discloser from disclosing any of the terms and conditions of a proposal made by the Recipient or its associates or affiliates to any other person considering a transaction with the Discloser or its affiliates similar to the Permitted Purpose, even if such terms and conditions are not attributed back to the Recipient or its associates or affiliates. If either party proposes to make any such public disclosure on the basis that doing so is required by applicable laws, legal process or stock exchange rules, and if reasonably practicable and permitted by applicable laws, the party shall consult with the other party prior to making such disclosure; provided, however, that the consent of the other party will not be required prior to making such disclosure. If such advance consultation is not reasonably practicable or legally permitted, to the extent permitted by applicable law, the party shall provide the other party with a copy of any written disclosure made by the party as soon as practicable thereafter.

**Notice**

7.8 All notices required or contemplated by this agreement shall be in writing and shall be deemed received (i) when delivered in person, or (ii) on the day sent by facsimile transmission or if that day is not a business day, on the date of receipt, then on the next business day addressed as noted above. For the purposes of this clause 7.8, the term "business day" means a day, other than a Saturday or Sunday, on which banks are open for regular business in Canberra, Australia.

7.9 This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**8. Definitions and interpretation**

**Definitions**

8.1 In this agreement:

**Commencement Date** means the commencement date specified in the

Schedule.

**Confidential Information** means the following, whether or not in material form:

* 1. all information already disclosed or to be disclosed or made available by the Discloser to the Recipient;
	2. that part of all notes and other records prepared by the Recipient or the Discloser based on, or incorporating, the Confidential Information; and
	3. all copies of any Confidential Information.

**Expiry Date** means the expiry date specified in the Schedule.

**Government Agency** means:

1. a government or government department or other body;
2. a government, semi-governmental or judicial person; or
3. a person (whether autonomous or not) who is charged with the administration of a law.

**Intellectual Property Rights** means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder’s right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

**Permitted Purpose** means the permitted purpose specified in the Schedule.

**Permitted Persons** means persons determined by the Recipient who have a specific need to have access to the Confidential Information solely for the Permitted Purpose, including but not limited to the Recipient’s associates and affiliates and Related Entities.

**Interpretation**

8.2 In this agreement:

1. the meaning of any general language is not restricted by any accompanying example, and the words ‘includes’, ‘including’, ‘such as’ or ‘for example’ (or similar phrases) do not limit what else might be included;
2. This agreement is not to be interpreted against the interests of a party merely because that party proposed this agreement or some provision in it or because that party relies on a provision of this agreement to protect itself;
3. a reference to a document or agreement (including a reference to this agreement) is to that document or agreement as amended, novated, supplemented, varied or replaced; and
4. a reference to a party is a reference to the Discloser or the Recipient, and a reference to the parties is a reference to both the Discloser and the Recipient.

**Schedule**

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| **Commencement Date** |  |
| **Discloser** | means, in relation to certain information, the party that discloses that information to the other party. |
| **Expiry Date** | two years from the date of this document. |
| **Permitted Purpose** | Investment, construction and operational opportunities associated with projects introduced by either party |
| **Recipient** | means, in relation to certain information, the party that receives that information from the other party. |
| **Related Entity** | in relation to a body corporate, any subsidiary or holding company of such body corporate, or any other subsidiar y of any such holding company, applying the definition in section 1159 Companies Act 2006. |

 

Signed by **LIAM WALDRON, MANAGING DIRECTOR**

for and on behalf of

**WALDRON SOLUTIONS PTY LTD (AUSTRALIA)**

**ACN. 138 832 989**

**ABN 75 138 832 989**

**15 MENZEL CRESCENT**

**ACT 2615 AUSTRALIA.**

Signed by

for and on behalf of

NDA & Confidentiality Agreement 4