

Confidentiality and Non-Disclosure Deed

THIS DEED is made on the

BETWEEN:

of

(the “Disclosing Party”)

AND:

Plastic Fabrications Pty Ltd (ABN:77 072 120 864)

of 87 – 93 Tramway Road Morwell Vic 3840

(the “Receiving Party”)

WHEREAS:

- A. The “**Disclosing Party**” has certain Confidential Information which **Plastic Fabrications Pty Ltd** acknowledges as being of significant commercial value to the “**Disclosing Party**”.
- B. **Plastic Fabrications Pty Ltd** on the terms laid out in this Deed, has been given permission to receive information for the purposes of pricing the full design concept which in turn will help provide further information on tooling and build costs (“Permitted Purpose”).
- C. **Plastic Fabrications Pty Ltd** agrees not to deal with the Confidential Information other than in accordance with the terms of this Deed.

1. Definitions

For the purposes of this Deed:

Confidential Information means all information concerning the “**Disclosing Party**” which may be disclosed by the “**Disclosing Party**” or any agent of the “**Disclosing Party**” to Plastic Fabrications Pty Ltd and comprising Documents, reports, data or information including financial information, marketing information, trade secrets, information about business

affairs, operations, ideas, concepts, technical information, investigation results or data, and any other information which is either non-public, confidential or proprietary in nature.

Document includes, but is not limited to:

- i. any paper or other material on which there is writing; and
- ii. any paper or other material on which there are marks, figures, symbols, designs, drawings, or perforations, having a meaning for a person qualified to interpret them; and
- iii. any disc, computer file, tape, or other article or any material from which sounds, images, writings, or messages are capable of being produced or reproduced (with or without the aid of another article or device).

Related Body Corporate has the meaning given to that term in the Corporations Act 2001 (Cth).

Representative in respect of **Plastic Fabrications Pty Ltd** means each director, executive, employee, contractor, agent, officer, or Related Body Corporate of it where applicable.

2. Confidential Obligations

2.1 **Plastic Fabrications Pty Ltd**, unless expressly otherwise agreed in writing with the “**Disclosing Party**” agrees:

- a) not to use the Confidential Information disclosed under this Deed except for the Permitted purpose.
- b) not to disclose or reveal any of the Confidential Information to any person unless it is a Representative of **Plastic Fabrications Pty Ltd**.
- c) to keep all the Confidential Information secret and confidential.
- d) to take such steps as are reasonable to preserve the confidentiality and secrecy of the Confidential Information and protect it from theft, loss, or unauthorised disclosure.
- e) not to make copies or duplicates of the Confidential Information, except for the Permitted Purpose referred to in this Deed.

2.2 The obligation to maintain confidentiality and not to use the Confidential Information except for the Permitted Purpose shall remain in effect unless the restriction is released in writing by the “**Disclosing Party**”.

2.3 Notwithstanding the above obligation to maintain confidentiality, it shall cease if the Confidential Information enters the public domain but not if such release is any way either directly or indirectly because of an unauthorised act by **Plastic Fabrications Pty Ltd**.

2.4 Plastic Fabrications Pty Ltd may disclose or permit a Representative to disclose so much of the Confidential Information as it is required to disclose by law, under any order or rule by a government agency, listing rules or other regulatory body.

3. Delivery and Destruction

3.1 **Plastic Fabrications Pty Ltd** must without unreasonable delay redeliver to the “**Disclosing Party**” (or destroy, where delivery is not physically possible) all Confidential Information of the “**Disclosing Party**” held by it or which is under its control, and all Documents, notes, calculations or summaries or other material derived or produced partly or wholly from any of the Confidential Information and any or all computer records (including copies, reproductions and recordings of them) derived or produced partly or wholly from any of the Confidential Information in any of the following circumstances:

- a) when the Confidential Information of the “**Disclosing Party**” is no longer required for the Permitted Purpose; or
- b) upon receiving a written request to do so from the “**Disclosing Party**”.

4. General

4.1 This Deed supersedes all previous written and oral agreements and understandings reached by the parties regarding the disclosure of the Confidential Information.

4.2 Alterations or variations of this Deed will not be valid unless in writing and signed by both parties.

4.3 No rights under this Deed will be deemed to be waived except where the waiver is in writing and is signed by

4.4 Any failure by the “**Disclosing Party**” to enforce any clause of this Deed or any forbearance, delay or indulgence granted by the “**Disclosing Party**” to **Plastic Fabrications Pty Ltd**, will not be construed as a waiver of the “**Disclosing Party**” rights under this Deed.

4.5 This Deed shall be governed and construed in accordance with the laws of the State of Victoria, Australia. The parties submit unconditionally to the non-exclusive jurisdiction of the Courts of Victoria, the Federal Court of Australia, and courts with jurisdiction to hear appeals from the lower courts.

4.6 This Deed shall be effective once it is executed by **Plastic Fabrications Pty Ltd**, irrespective of whether it is executed by the “**Disclosing Party**”.

EXECUTED AS A DEED:

EXECUTED AS A DEED for and on behalf of

by its authorised representative:

Signature of Authorised representative

Signature of Witness

Name of Authorised representative

Name of Witness

EXECUTED AS A DEED for and on behalf of
PLASTIC FABRICATIONS PTY LTD
(ABN: 77 072 120 864)

by its authorised representative:

Signature of Authorised representative

Signature of Witness

Name of Authorised representative

Name of Witness

Date: