

## Confidentiality Deed

Details		
	<b>Parties</b>	and  <b>Silverline Consulting Pty Ltd (T/As HELLO PEOPLE)</b> ABN 71 131 561 003 of Level 1, 28 Ord Street, West Perth, 6005
	<b>Commencement Date of Deed</b>	This Deed is made on
	<b>Expiry Date of Deed</b>	12 months from the commencement date
	<b>Address for notices</b>	As above
	<b>Schedules</b>	1 – Definitions 2 – Agreed Terms

### Schedule 1: Definitions

In this document, unless the context requires otherwise:

- 1 **“Affiliate”** means, in relation to any entity, any other entity that:
  - (1a) is a Related Body Corporate of the first mentioned entity; or
  - (1b) Controls, is Controlled by, or is under common Control with the first mentioned entity.
- 2 **“Approved Purpose”** means evaluating the Confidential Information for the purpose of determining whether and on what terms the Recipient wishes to progress the Transaction.
- 3 **“Confidential Information”** means:
  - (3a) all information, regardless of form, relating to the Disclosing Party, its Affiliates or their businesses or affairs provided by a Disclosing Party or its Affiliates to a Receiving Party in connection with the Transaction,
  - (3b) the existence and contents of this Deed and the fact that the parties are in discussions about the Transaction,
- 4 but excludes any part of the information that is or becomes lawfully part of the public domain or that the Recipient can prove by written records was:
  - (4a) held, developed or created by the Recipient or any of its Affiliates prior to the Recipient receiving the information from the Disclosing Party; or

# Non Disclosure Agreement

Silverline Consulting Pty Ltd T/A HELLO PEOPLE  
ABN 71 131 561 003

(4b) developed or created by the Recipient or any of its Affiliates independently of the Disclosing Party and its Affiliates and without relying on any Confidential Information; or

(4c) received from a third party legally entitled to possess the information and provide it to the Recipient.

5 “**Control**” has the meaning given to that term by section 50AA of the *Corporations Act 2001* (Cth).

6 “**Disclosing Party**” means a party that has disclosed information to another party.

“**HELLO PEOPLE**” means **Silverline Consulting Pty Ltd** (ABN ABN 71 131 561 003)

7 “**Recipient**” means a party that has received information from another party.

8 “**Related Body Corporate**” has the meaning given to that term by section 9 of the *Corporations Act 2001* (Cth).

9 “**Transaction**” means the potential business relationship between and Silverline Consulting Pty Ltd (ABN 71 131 561 003).

## Schedule 2: Agreed Terms

1 In consideration of the parties entering into this document, the parties and their Affiliates may (but will not be obliged to) supply or procure the supply of Confidential Information to each other.

2 The Recipient and its Affiliates may use Confidential Information solely for the Approved Purpose and must keep this information confidential and ensure that its Affiliates and all officers, employees, agents and advisers of the Recipient and its Affiliates keep it confidential and must not disclose this information to any person except:

(a) with the prior written consent of the Disclosing Party;

(b) to the extent required by law or the rules of any stock exchange; or

(c) to any of its Affiliates or to any officers, employees, agents and advisers of the Recipient or its Affiliates who:

(i) have a need to know the information for the Approved Purpose, but only to the extent they have a need to know; and

(ii) before disclosure, are directed by the Recipient to use Confidential Information solely for the Approved Purpose and to keep it confidential.

3 Nothing in this document confers upon the Recipient any right, licence or intellectual property in or to Confidential Information.

4 The Recipient will be deemed to have breached its obligations under this document if any of its Affiliates or any officers, employees, agents or advisers of the Recipient or its Affiliates commit any act or omission that, if committed by the Recipient, would be a breach of this document.

# Non Disclosure Agreement

Silverline Consulting Pty Ltd T/A HELLO PEOPLE  
ABN 71 131 561 003

- 5 The Recipient must notify the Disclosing Party immediately upon being aware of any suspected, actual or deemed breach of this document and provide any assistance reasonably requested by the Disclosing Party in relation to any proceedings the Disclosing Party or any of its Affiliates may take against any person for any suspected, actual or deemed breach of this document.
- 6 The Recipient indemnifies the Disclosing Party and each of its Affiliates against any claim, action, liability, loss, damage, cost and expense that the Disclosing Party or any of its Affiliates incurs or is liable for as a result of a breach by the Recipient of its obligations under this document.
- 7 Subject to the terms of any subsequent agreement in writing between the parties, the Disclosing Party and each of its Affiliates make no representations or warranties as to the quality, accuracy or completeness of the Confidential Information or that reasonable care has been taken in compiling and preparing the Confidential Information and, to the maximum extent permitted by law, exclude all responsibility or liability whatsoever in connection with the provision of, or any purported reliance on, the Confidential Information.
- 8 The Recipient must take all reasonable action with respect to the use, copying, access, security and protection of the Confidential Information or any part of it to prevent unauthorised disclosure to or unauthorised access by third persons.
- 9 The Recipient must, on demand, immediately return to the Disclosing Party all records and materials, regardless of form, in its possession or control which contain, embody or are derived from Confidential Information, delete any electronic copies of this information and cease to use this information or any part of it (including for the Approved Purpose). As an alternative to returning Confidential Information, the Recipient may elect to destroy that information, in which case the Recipient must provide confirmation in writing to the Disclosing Party that such Confidential Information has in fact been destroyed (or permanently erased in the case of Confidential Information retained in electronic form). Nothing in this clause 10 applies to Confidential Information:
  - (9a) forming part of the board minutes or board papers of the Recipient or of any of its Affiliates;
  - (9b) required to be retained by any adviser to the Recipient or to any of its Affiliates for insurance or risk management purposes or to comply with any professional standards applicable to that adviser; or
  - (9c) stored by the Recipient or any of its Affiliates electronically under a routine data back up exercise,which may be retained by those persons and used solely for the purposes of responding to any claim or action against them.
- 10 The Recipient continues to be bound by this document until the date which is 5 years after the date of this deed.
- 11 The Recipient acknowledges that monetary damages may not be a sufficient remedy for a breach of this document and that the Disclosing Party or any of its Affiliates may seek and is entitled to remedies such as injunctive relief to prevent the breach and orders of specific performance to compel compliance.
- 12 Waiver of any power or right under this document must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver.
- 13 Any rights and remedies that a party may have under this document are in addition to and do not replace or limit any other rights or remedies provided to that party by law.

# Non Disclosure Agreement

Silverline Consulting Pty Ltd T/A HELLO PEOPLE  
ABN 71 131 561 003

- 14 This document may not be amended or varied unless the amendment or variation is in writing signed by all parties.
- 15 This document may be executed in any number of counterparts and all counterparts taken together constitute one document.
- 16 This document is governed by and construed in accordance with the laws in force in the State of Western Australia.
- 17 The parties acknowledge that nothing in this Deed obliges them to provide Confidential Information to each other, or to continue to participate in the Transaction. Each party will remain free at all times to discontinue discussions in relation to the Transaction or to pursue alternative transactions, the completion of which may be inconsistent with the Transaction, without notice to the other party.

## Executed as a Deed

### Silverline Consulting's Signature

Signed, Sealed and Delivered by:

Name: \_\_\_\_\_  
(Print name)

Signature: \_\_\_\_\_

Date: ...../...../.....

as authorised representative of <b>Silverline Consulting Pty Ltd</b> <b>ABN 71 131 561 003</b> in the presence of:	By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of <b>Silverline Consulting Pty Ltd</b> <b>ABN 71 131 561 003</b>
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### 's Signature

Signed by:

Name: \_\_\_\_\_  
(Print name)

Signature: \_\_\_\_\_

Date: ...../...../.....

as authorised representative for in the presence of:	By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of
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