

NON DISCLOSURE AGREEMENT

COMMERCIAL INFORMATION

The parties intend discussions in relation certain commercial developments or matters and it is necessary for the Information Owner and or its representatives to disclose to the Receiving Party confidential and proprietary business and technical information (the Confidential Information) to enable discussions to take place between them freely concerning the business, developments and or arrangements and to advise on developments. The parties agree to the following terms and conditions in relation to the treatment and security of Confidential Information to be disclosed.

Executed as a deed

Information Owner

Name Chris Gill as representative for the Agent for the Vendor
Company Rent Roll Sales - South Australia as Agent for the Vendor of the Rent Roll to be disclosed
ABN 81 812 862 108
address level 3, 122 Pirie Street Adelaide 5000
email cgill@form1.net.au
mobile 0412062112 phone _____

Signed by _____

Dated _____

The parties consent to signing pursuant to Electronic Transactions Act (Cth)

Receiving Party

Name _____
Company _____
ABN _____
address _____
email _____
mobile _____ phone _____

Signed by _____

Dated _____

SCHEDULE

Technical Information Scope
detail nature of information being released

The Agent is acting for a Principal in relation to the sale of a property management business (Rent Roll) and all
information and also the name of the Principal as prospective vendor is confidential and not to be released and
this is entered into on behalf of the Principal.

All documents received under this NDA are subject to the terms herein .

In consideration of the opportunity and in giving access to the Confidential Information and for the payment of \$1 (payable on demand) by the Receiving Party the following terms are agreed:

"Confidential Information" means and includes business plans and matters relating to the financial performance and business of the Information Owner as detailed in the Schedule together with any matters relating to a Product together with all trademarks, patents, patents pending, intellectual or industrial or technical processes and methods or original research;

"Product" means and includes any existing business method or services or new business development and services to be made available as disclosed in the Schedule but not limited to if arising out of the Confidential Information.

- 1 All information of whatever kind or nature which the Information Owner discloses to the Receiving Party which is in tangible and/or electronic form (or communicated orally and subsequently presented in tangible or electronic form) and marked or identified or advised to be confidential or proprietary relating to the Confidential Information or ancillary to it will be regarded and treated as confidential and the property of the Information Owner.
- 2 The Receiving Party agrees:
 - 2.1 to keep the Information Owner's Confidential Information confidential;
 - 2.2 not to make any disclosure of the Information Owner's Confidential Information to any third party, nor to use the Information Owner's Confidential Information except solely for the purposes contemplated in this Agreement unless such further use of the Information Owner's Confidential Information is expressly authorised in writing by the Information Owner;
 - 2.3 to protect the Information Owner's Confidential Information, whether in storage or in use, with the same degree of care as that a prudent Receiving Party should use to protect its own Confidential Information against public disclosure but in no case with any less degree than reasonable care;
 - 2.4 not to disclose the Information Owner's Confidential Information to any personnel of the Receiving Party or its technical employees or associates or contractors or consultants other than those for whom such knowledge is necessary and essential for the purpose of assessing the work or contractual arrangements for services or technical advice to be given to the Information Owner as contemplated in this Agreement and such disclosure to them will be made only under conditions of strict confidentiality;
 - 2.5 not to communicate directly or indirectly with any other parties, customers, suppliers or employees of the business of the Information Owner regarding the engagement or work herein;
 - 2.6 not to disclose to any party (other than those covered above) that discussions have been held in relation to the Information Owner;
 - 2.7 not to disclose to any party the identity of the Information Owner or that the Information Owner contemplates developments or advice.

- 3 The obligations in this Agreement will not apply to Confidential Information which:
- 3.1 is already or hereinafter becomes published publicly other than through the fault or negligence or caused by the Receiving Party its servants agents or employees;
- 3.2 is lawfully obtained by the Receiving Party from a third party with full rights of disclosure; or
- 3.3 was already known to the Receiving Party at the date of receipt of the information pursuant to this Agreement.
- 4 Except as expressly herein provided, this Agreement will not be construed as granting or confirming, either expressly or impliedly, any rights, licences or relationships by the furnishing of Confidential Information pursuant to this Agreement and the purpose of the release of information is for the sole purpose of assessing the information for the benefit of the Information Owner and purposes herein detailed.
- 5 Any information and methods and the Confidential Information will remain the property of the Information Owner and the Receiving Party will return to the Information Owner at its direction all such information and without limiting, designs , formulae, technical data, financial statements, reports and / or other such documents and printed copy or electronic format, forming the Confidential Information and will undertake in writing that no copies of documents or associated material printed or in electronic form are held and that due enquiry has been undertaken to confirm same. This covenant is without any claim for lien or set off whatsoever.
- 6 The return of documentation under Clause 5 above will not be deemed to release the Receiving Party from its obligations contained in this Agreement.
- 7 The Receiving Party will use every reasonable endeavour to ensure that its employees, agents, contractors, subcontractors and any other persons having access to any Confidential Information will observe the obligations contained herein as if such employees, agents, contractors, subcontractors and other persons were a party to this Agreement.
- 8 The Information Owner will not be liable to the Receiving Party for any loss or damage whether direct or indirect special or consequential whatsoever however caused arising in any way out of the use of the Confidential Information and the Receiving Party.
- 9 The Receiving Party agrees to and will indemnify the Information Owner against any loss or damage suffered by the Information Owner as a result of the disclosure or release of the Confidential Information by the Receiving Party and for any breach of this Agreement.
- 10 This Agreement is subject to the Laws of Australia. The determination and jurisdiction of any dispute will be at the election of the Information Owner in the State where it operates its business and at the further election of the Information Owner the Commercial Arbitration Act (or similar Act) in that State will apply to any dispute procedure and that Act will apply and the parties will submit to arbitration.
- 11 Where this Agreement is signed for or on behalf of the Receiving Party by any person that person warrants they have authority to bind the Party.
- 12 This Agreement is intended to be a deed.