

DEED made on the date in **Item 1** (on page 2) of the Schedule **BETWEEN:**

PARTY 1	PARTY 2
Company: Innovision Pty Ltd ABN 32 089 356 712	Company:
Address: 24 Chester Street	Address:
Newstead Qld 4006 Australia
Authorised Rep:	Authorised Rep:
Email:	Email:
Tel:	Tel:
Fax:	Fax:

INTRODUCTION

- A. The Parties need to give and receive confidential and proprietary information to and from each other in relation to the Venture.
- B. The Parties wish to maintain the confidentiality and integrity of all Confidential Information.
- C. The Parties need to keep and maintain the fact they are discussing the Venture and the feasibility of the Venture strictly confidential.

IT IS AGREED

1. DEFINITIONS

For the purpose of this Deed,

- 1.1. **"Confidential Information"** means and includes (without limitation):
 - (a) the fact that the Parties are discussing the Venture and investigating the feasibility of the Venture;
 - (b) data, information and Intellectual Property of every kind gathered or collated by a Party, whether in documentary, audio, visual, machine readable or any other form, and includes discussions between the Parties, in connexion with a Party's business, financial, strategic, and operational management and affairs, which is the property of a Supplying Party and is in any way connected with the Venture or the subject matter of the Venture; and which has been or will be disclosed in writing, orally or by any other means by a Supplying Party or by any person on behalf of a Supplying Party to a Receiving Party or an employee, officer or agent of a Receiving Party; or has come or may in the future come to the knowledge of the Receiving Party or an employee, officer or agent of the Receiving Party by any means;
 - (c) any data, information and Intellectual Property prepared by a Receiving Party based upon a Supplying Party's Confidential Information.
- 1.2. **"Party"** includes any Related Entity to that party;
- 1.3. **"Receiving Party"** means a party to which Confidential Information is supplied by the other Party;
- 1.4. **"Related Entity"** means any affiliate, associated person or entity, advisor, consultant or related body corporate;
- 1.5. **"Supplying Party"** means a party by which Confidential Information is supplied to the other Party; and
- 1.6. **"Venture"** means the venture described in Item 2 of the Schedule.

2. DISCLOSURE

In consideration of the mutual promises and undertakings in this Deed, a Receiving Party agrees to receive, and a Supplying Party agrees to supply, the Confidential Information to the other Party.

3. CONFIDENTIALITY

- 3.1. **No Use:** A Receiving Party undertakes to the Supplying Party:
 - (a) not to use the Confidential Information in any way, except for the purpose of the Venture;
 - (b) to cease using the Confidential Information at the expiration or termination of this Deed;
 - (c) to return all Confidential Information belonging to the Supplying Party to the Supplying Party if requested to do so, and
 - (d) to certify to the Supplying Party that the Receiving Party has not retained any copies of such Confidential Information.
- 3.2. **No Disclosure:** A Receiving Party undertakes to use reasonable efforts to keep the Confidential Information secret and prevent any unauthorized disclosure of any Confidential Information to any person or entity who is not a Related Party to the Receiving Party unless such person or entity has signed a Confidentiality Deed in substantially the same terms as this Deed.

3.3. Each Party acknowledges that:

- (a) Confidential Information is at all times the property of the Supplying Party;
- (b) nothing in this Deed is to be construed as granting or implying:
 - (i) any transfer of ownership or title to any Confidential Information to a Receiving Party;
 - (ii) any other or greater right in or to any Confidential Information, than the limited right to use the Confidential Information for the express purpose of the Venture;
- (c) a breach of this Deed would be harmful to the business interests of the Supplying Party;
- (d) monetary damages alone would not be a sufficient remedy for a breach of this Deed; and
- (e) in addition to any other remedy available in law or equity, the Supplying Party is entitled to injunctive relief, to prevent a breach of this Deed and to compel observance of and compliance with its terms.

3.4. This Clause 3 does not impose confidentiality obligations on a Receiving Party concerning Confidential Information which

- (a) prior to disclosure to the Receiving Party was –
 - (i) already publicly available; or
 - (ii) in the Receiving Party’s possession from a third party other than the Supplying Party; or
- (b) after disclosure to the Receiving Party –
 - (i) becomes publicly available through no act of the Receiving Party;
 - (ii) is disclosed to the Receiving Party by a third party who is not in breach of any obligation of confidence; or
 - (iii) is required to be disclosed by law or by the listing rules of any recognised stock exchange.

4. CO-OPERATION

Each Party agrees:

- (a) not to circumvent the other;
- (b) not to use Confidential Information to compete with a Supplying Party, directly or indirectly, without the prior written consent of the Supplying Party;
- (c) to work with business associates and third parties introduced or referred by the other Party, provided that it is understood that when a Party introduces or refers a third party to the other Party, the Party to whom the introduction or referral is made must not deal directly with the introduced or referred party without the written consent of the referring Party.

5. SURVIVAL OF RIGHTS AND OBLIGATIONS

- 5.1 A Receiving Party’s obligations continue under this Deed for 2 years from the date in Item 1 in the Schedule and except to the extent that they are varied by a later agreement made between the Parties, and are not diminished or terminated by making or completion of an agreement concerning the Venture.
- 5.2 The Receiving Party’s obligation and undertakings are for the benefit of and are enforceable by the Supplying Party and its successors.

6. PROPER LAW

This Deed is governed by and must be interpreted in accordance with the Laws of Australia.

SCHEDULE

ITEM 1 – Date:	
ITEM 2 – Venture:	

EXECUTED as a Deed

For and on behalf of Innovision Pty Ltd ABN 32 089 356 712 by: Signed:..... <p style="text-align: center;">Authorised Representative</p>	For and on behalf of Party 2 by: Signed:..... <p style="text-align: center;">Authorised Representative</p>
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