

NON DISCLOSURE DEED

This Deed is made on the date specified in Item 1 of the Schedule

BETWEEN **Creation Developments Australia Pty Ltd ACN 128 868 593**
of PO Box 7119, Brendale LPO, QLD, 4500
("The Disclosing Party")

AND **The Party specified in Item 2 of the Schedule.**
("Recipient")

RECITALS

A. The parties are undertaking discussions and/or considering proposals in regard to the Purpose set out in item 3 of the Schedule.

B. The Recipient has agreed to keep confidential and secure any and all Confidential Information disclosed to it by the Disclosing Party for or in connection with the Purpose.

AGREEMENT

1. DEFINITIONS

In this deed:

'**Confidential Information**' of the Disclosing Party includes the following, whether in written or any other form:

(a) any information (in any form) howsoever relating in any way to the Purpose and disclosed by the Disclosing Party to the Recipient, including, but not limited to, technical, market, business or financial information, trade secrets, know-how, methodologies, techniques, principles or processes of manufacture, source and object codes, business and marketing plans, projections, databases, computer programs, algorithms, integrated circuit, circuit layout or semiconductor chip layout or design, arrangements with other entities, client, customer or project information, test results, client or customer lists, formulae, concepts not reduced to material form, the technical principles, features or functionality of any product, the appearance, ergonomics or user interface for any product, product development plans, concepts or timescales, designs, plans, drawings, models, any invention or discovery or any provisional or complete or PCT patent application, any unregistered or registered trademarks, applications for trademark registration or similar rights and any registered design, application for design registration or similar rights;

(b) any documents prepared by the Recipient based on or incorporating any such information; and

(c) all copies of the information and other records referred to in any of paragraphs (a) and (b), but excludes information that:

- (i) is or becomes public knowledge through no fault of the Recipient;
- (ii) the Recipient acquires from others;
- (iii) is established by means of written records or otherwise as having already been known to the Recipient prior to the date of disclosure;
- (iv) is independently owned or developed by the Recipient without reference to information of the Disclosing Party provided under this deed and the terms hereof; or
- (v) is required to be disclosed by law.

'Recipient Authorised Person' means all employees, officers and professional advisors of the Recipient who reasonably require access to Confidential Information to facilitate the Purpose.

2. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

2.1 The Recipient undertakes that it will:

- (a) use Confidential Information solely for the Purpose;
- (b) keep confidential all Confidential Information (subject to the disclosure permitted under **clause 2.2**); and
- (c) otherwise comply with the terms of this deed.

2.2 The Recipient may disclose Confidential Information only to Recipient Authorised Persons who:

- (a) have a reasonable need to know (and only to the extent that each has a need to know);
- (b) are aware that Confidential Information must be kept confidential; and
- (c) have signed a service or confidentiality agreement with the Recipient or in the case of a professional advisor is subject to a confidentiality requirement arising from the nature of the relationship which imposes confidentiality obligations consistent with the obligations of the Recipient under this Agreement. In the case of an employee or officer of the Recipient the Recipient must ensure that a copy of the confidentiality clause is available from the Recipient for inspection on request (it being the case in any event that the Recipient must procure and ensure that each Recipient Authorised Person also observes all obligations imposed on the Recipient under this deed).

3. SECURITY AND CONTROL

The Recipient must:

- (a) establish and maintain security measures to safeguard Confidential

Information from access or use not authorised by this deed at least to the same level used by the Recipient to protect its own confidential information; and

(b) keep Confidential Information under the Recipient's control.

4. ACKNOWLEDGMENT

The Recipient acknowledges that it is aware that any breach of this deed may result in the Disclosing Party suffering loss or damage entitling the Disclosing Party to a variety of remedies including and without limitation, a claim for injunctive relief.

5. QUALITY OF INFORMATION AND LIMITATION OF LIABILITY

The Recipient acknowledges that:

(a) the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information or any other information disclosed to the Recipient; and

(b) the Disclosing Party is not obliged to disclose any information (including any Confidential Information) to the Recipient.

6. TERMINATION OF ACCESS

6.1 The Disclosing Party may terminate the Recipient's rights to use Confidential Information at any time with immediate effect by giving written notice to the Recipient.

6.2 On such termination the Recipient's right to use Confidential Information ceases and the Recipient must immediately, at the Disclosing Party's option and request:

(a) return to the Disclosing Party;

(b) destroy and certify in writing to the Disclosing Party the destruction of;
or

(c) destroy and permit the Disclosing Party to witness the destruction of, all Confidential Information then in the Recipient's possession or control.

6.3 Termination under this clause does not affect any accrued rights or remedies either party may have and the obligations of confidentiality and other terms of this deed continue to apply to each party unless otherwise agreed in writing with the other party.

7. WAIVER

Any failure of a party to at any time insist on performance of any of the provisions of this deed is not a waiver of that party's right to later insist on performance of that or any other provision of this deed.

8. GOVERNING LAW AND JURISDICTION

This deed is governed by the laws of the State of Queensland, Commonwealth of Australia and the parties to this deed irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of the State of Queensland, Commonwealth of Australia, and Courts entitled to hear appeals from those Courts.

9. SEVERANCE

If for any reason any provision of this deed would render the deed ineffective, void, voidable, illegal or unenforceable, that provision or the relevant part thereof must, without in any way affecting the validity of the remainder of this deed, be severable and this deed must be read and construed and take effect for all purposes as if that provision or part were not contained herein.

EXECUTED as a deed.

SIGNED for and on behalf of
CREATION DEVELOPMENTS AUSTRALIA PTY LTD ACN 128 868 593

.....
Name of officer (print)

.....
Signature of officer

by its authorized officer in the presence of:

.....
Name of witness (print) Position held

.....
Signature of witness

SIGNED for and on behalf of
..... **PTY LTD ACN**

.....
Name of officer (print)

.....
Signature of officer

by its authorized officer in the presence of:

.....
Name of witness (print) Position held

.....
Signature of witness

SCHEDULE

ITEM 1 **DATE:** / / **2013**

ITEM 2 **RECIPIENT
DETAILS:**

NAME:

ABN:

ADDRESS:

ITEM 3 PURPOSE:

To embrace the discussions with Creation
Developments Australia Pty Ltd regarding
