

CONFIDENTIALITY DEED POLL

This Deed Poll is made on (date) _____

By (student name)

RECITALS

This deed sets out confidentiality undertakings given by the Recipient with respect to the Confidential Information to be disclosed by **Aurrum Pty Limited** (Trading as Aurrum Aged Care) (the “**Disclosee**”) to the Recipient.

1. Undertakings

In consideration of the Recipient agreeing to the confidentiality undertakings set out below, the Disclosee discloses the Confidential Information to the Recipient, but only for the Express Purpose and only on the following conditions:

- (a) The Recipient hereby acknowledges that the Confidential Information disclosed by the Disclosee is secret and confidential to the Disclosee.
- (b) The Recipient must not directly or indirectly, without the Disclosee’s prior written consent, use, disclose, publish or permit the disclosure or publication of either the Confidential Information or the Express Purpose.
- (c) The Recipient may only use the Confidential Information for the Express Purpose and must not make use of the Confidential Information to the commercial, financial or competitive disadvantage of the Disclosee.
- (d) The Recipient may disclose the Confidential Information only to those of the Recipient’s officers, employees and advisers:
 - (1) who have a specific need to have access to the Confidential Information for the Express Purpose; and
 - (2) who have been made aware of the terms upon which the Confidential Information has been disclosed to the Recipient.
- (e) The Recipient is liable for any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Disclosee may suffer or incur or is liable for as a result of or in respect of:
 - (1) a breach of any of the undertakings of the Recipient contained in this deed; or
 - (2) any infringement of the Disclosee’s rights in respect of the Confidential Information by the Recipient or any of the persons referred to in paragraph (d).
- (f) The undertakings referred to above do not apply to, and the Recipient may disclose, any part of the Confidential Information that:
 - (1) the Recipient is required to disclose by any applicable law or legally binding order of any court, government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity acting within its power, or compelled by any

stock exchange listing rule provided that the Recipient must only disclose the minimum Confidential Information required to comply with the applicable law or order or stock exchange listing rule;

- (2) was provided to the Recipient (without restriction as to its use or disclosure by the Recipient) by a third party whom the Recipient knows is legally entitled to possess the Confidential Information and provide it to the Recipient; or
 - (3) is in the public domain other than as a result of a breach of the terms on which the Confidential Information was disclosed to the Recipient.
- (g) Subject to paragraph (h), if the Disclosee notifies the Recipient in writing that the Disclosee does not wish to proceed with the Express Purpose, the Recipient must immediately return to the Disclosee, or destroy as the Disclosee directs, all original documents and other records containing any Confidential Information and any copies of those documents and records.
 - (h) Despite anything in paragraph (g), but subject to anything else in this deed, the Recipient may retain original documents and other records containing any Confidential Information that the Recipient is required by law to retain.
 - (i) The Recipient must keep the Confidential Information secure and protect the Confidential Information from unauthorised use, disclosure, access and damage or destruction.
 - (j) The Recipient must clearly mark all documents and other records which contain, are based on or utilise the Confidential Information as “Confidential and not to be disclosed”.
 - (k) The contents of this deed does not convey any interest of a proprietary or any other nature in the Confidential Information to the Recipient or any other person to whom the Recipient is entitled to disclose the Confidential Information.
 - (l) Nothing in this deed gives the Disclosee the obligation to disclose to the Recipient any Confidential Information, and nothing in this deed gives the Recipient the right to receive from the Disclosee any Confidential Information. The Disclosee does not represent that Confidential Information disclosed is complete or sufficient for the Recipient’s purposes. The Recipient must make its own assessment of whether Confidential Information is correct, complete or useful to it.

2. Terms used

In this deed:

“**Confidential Information**” means all information which:

- (a) is disclosed to the Recipient by or on behalf of the Disclosee or which is otherwise acquired directly or indirectly by the Recipient from the Disclosee or any adviser engaged by the Disclosee;
- (b) relates directly or indirectly to the Disclosee or its past, existing or future business operations, administration or strategic plans; and
- (c) is in oral or visual form, or is recorded or stored in a Document;

and includes, without limitation, the fact that:

- (d) Confidential Information is being made available by the Disclosee to the Recipient; and
- (e) Discussions or negotiations have occurred, are occurring or may occur between the Recipient and the Disclosee, or their respective advisers or representatives, in relation to the Express Purpose.

“**Document**” includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program, computer record,

circuit, circuit layout, drawing, specification, material or any other means by which information may be stored or reproduced.

“Express Purpose” means Student Placement

“related bodies corporate” has the meaning given to it in the *Corporations Act 2001* (Cth).

Executed and delivered as a Deed Poll

Signed for and on behalf of the Recipient

Name:

Date: