CONFIDENTIALITY AGREEMENT

BETWEEN

SYNERGY INTERNATIONAL REAL ESTATE (SIRE) ABN: 68 473 817 482
"Agent'

AND

_____

ABN:

"Recipient"

AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made this day of

BETWEEN: **Synergy International Real Estate (SIRE) of 433 Logan Road Stones Corner,** in the Queensland, Australia, in the State of Queensland (hereinafter referred to as **"the Agent")**

AND: _____ (hereinafter referred to as **"the Recipient")**

INTRODUCTION:

A. The Recipient has expressed interest in negotiating commercial arrangements with the Agent representing the seller, which involves the disclosure of sensitive commercial information.

B. The Recipient has asked the Agent for certain information about the Seller's assets and proposals.

C. The Seller has agreed to provide that information on the following terms.

THIS AGREEMENT PROVIDES:

1. MEANINGS

In this Deed the following words have the following meanings-:

(a) **"Approved Purpose"** means the evaluation by the Recipient of the Seller's assets and proposals for the purpose of deciding whether to enter into commercial arrangements with the **Seller through the Agent.**

(b) **" Confidential Information "** means all information provided by the Agent **on behalf of the Seller** or its employees, agents, officers or advisers to the Recipient, including:

(i) Trade secrets including ideas and concepts not reduced to material form;

(ii) Technical information;

(iii) Software and intellectual property of any kind;

(iv) Product and market information;

(v) Property, construction, leasing, financing and other information relevant to the Seller' s property;

(vi) Clients, investors and consultants; and

(vii) Any information marked *" confidential'* or which the Agent informs the Recipient is confidential or a trade secret,

but excluding:

(viii) Information available to the public (other than through disclosure by the Recipient or by a person not whom the Recipient disclosed the Confidential Information); and

(ix) Information which the Recipient can prove it lawfully possessed before obtaining it in connection with this Deed.

(c) **"Project"** means a development situated at Brunswick Street, Fortitude Valley, Brisbane in the State of Queensland.

2. VALUE AND OWNERSHIP

The Recipient acknowledges that the Confidential Information has commercial value and is the property of the Agent.

3. GENERAL OBLIGATION

The Recipient must take all steps necessary to safeguard the confidentiality of the Confidential Information.

4. PARTICULAR OBLIGATION

The Recipient may use the Confidential Information only:

(a) For the Approved Purpose; or

(b) To the extent and for a purpose to which the Agent has consented in writing.

The Recipient must not profit from the use of the Confidential Information, except in respect of the Approved Purpose.

The Recipient may disclose the Confidential Information only:-

(a) To a person if:-

(i) The Recipient has informed that person of the confidential nature of the Confidential Information;

(ii) It is necessary for the Recipient to disclose the Confidential Information for the Approved Purpose; or

(b) To the extent and for the purpose to which the Agent has consented in writing; or

(c) To the extent required by law.

The Recipient may copy or print the Confidential Information only if the Agent has consented in writing.

The Recipient may communicate with a Regulatory Body about the Approved Purpose or the Confidential Information only if the Agent has consented in writing.

The Recipient must keep all the Confidential Information in a secure manner.

On demand by the Agent, the Recipient must:

(a) Deliver to the Agent all the Confidential Information in the Recipient's possession or control;

(b) Delete all the Confidential Information held electronically in any medium in the Recipient's possession or control; and

(c) Destroy all documents (including analyses, compilations, reports and memoranda) which were prepared by or for the Recipient and which were based wholly or partly on the Confidential Information and delete all such documents held electronically in any medium in the Recipient's possession or control.

The Recipient must immediately report to the Agent any unauthorized use, disclosure, copy or printing of the Confidential Information of which the Recipient becomes aware.

The Recipient must use best efforts to obtain the return or destruction or deletion of any unauthorized copy or print-out of the Confidential Information.

5. INJUNCTION RELIEF

On breach of this Deed, the Agent is entitled to injunctive relief in addition to any other remedies available at law or in equity.

6. SURVIVORSHIP OF OBLIGATION

This Deed survives the completion of the Approved Purpose and the termination, rescission or completion of any agreement in respect of the Approved Purpose, except as otherwise provided by such an agreement.

7. ASSIGNMENT

The Recipient must not assign all or any of its rights or obligations under this Deed without the prior written consent of the Agent.

8. APPLICABLE LAW

This Deed is governed by the law of the State of Queensland and the parties submit to the jurisdiction of the courts of that State. The Receiving Party acknowledges that it has been formally introduced by SYNERGY INTERNATIONAL REAL ESTATE (SIRE) ABN: 68 473 817 482 to the business under consideration. The Receiving Party agrees that in the event it settles on the business, it will ensure that SIRE is duly compensated as per the terms agreed between SIRE and the Receiving Party. This clause is intended to guarantee SIRE's entitlement to a commission from the seller. This obligation shall remain in effect from the date this Agreement is signed until the business is sold.

9. AMENDMENTS

This Deed may not be varied except in writing signed by all of the parties.

10. SEVERABILITY

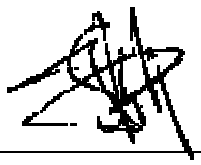
If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

SIGNING PAGE

EXECUTED as an Agreement on the date set out at the commencement of this Agreement.

EXECUTED Synergy International Real Estate (SIRE) as

AGENT in accordance with the *Corporations Act 2001* (Cth):



Director

EXECUTED _____

ABN _____:

Signature of director

Name:

CONFIDENTIALITY AGREEMENT