

Confidentiality deed poll

By

NDC NDC Plastic Moulding Pty Ltd ACN 657 323 585 of 3/123 Bancroft Road,
Pinkenba QLD 4008

In favour of

Client _____ of _____
Client name Client address

Background

- A. The Client intends to engage NDC for the supply of goods and/or services (**Dealings**).
- B. The Client may disclose Confidential Information to NDC in the course of the Dealings.
- C. NDC has agreed to comply with the terms of this deed poll in connection with the disclosure and use of Confidential Information for the purpose of the Dealings.

Covenants

1 Confidential Information

- 1.1 For the purposes of this deed poll, but subject to clause 1.2, **Confidential Information** means any and all information of the Client disclosed to NDC or its Representatives in any form of storage or representation, including:
 - (a) any Client Materials and any Intellectual Property Rights subsisting in any Client Materials;
 - (b) information and material marked as proprietary or confidential to the Client;
 - (c) the fact that the Client has disclosed or agreed to disclose Confidential Information to NDC;
 - (d) the contents, and existence, of this deed poll; and
 - (e) any other information or materials classifiable in equity as confidential.
- 1.2 Confidential Information does not include, and the provisions of this deed poll will not apply to, Confidential Information that:
 - (a) is in, or acquired from, the public domain or becomes within the public domain without the fault of NDC;
 - (b) was known to NDC prior to the date of this deed poll; or
 - (c) is acquired by NDC from a person whom NDC reasonably believed was under no obligation of confidentiality relating to the information.

2 Use of Confidential Information

- 2.1 NDC undertakes:
- (a) not to use the Confidential Information in any manner other than for the purpose of the Dealings; and
 - (b) to keep the Confidential Information secret and confidential.
- 2.2 Subject to clause 2.3, NDC agrees not to disclose to any third party, directly or indirectly, any Confidential Information unless:
- (a) the Client has given prior written consent and the use or disclosure is made solely for the purpose of the Dealings; or
 - (b) NDC is legally obliged to make the disclosure by law or order of a court.
- 2.3 NDC must not disclose the Confidential Information to any person other than to a Representative of NDC on a need to know basis for the purpose of the Dealings only.
- 2.4 NDC is liable for the actions of its Representatives who have access to the Confidential Information.
- 2.5 NDC must ensure that each Representative to whom the Confidential Information is disclosed does not do anything or fail to do anything which results in a breach of NDC's obligations under this deed poll or a breach of an obligation of confidence owed to the Client.

3 Return of Confidential Information

- 3.1 Following a written request by the Client, NDC will (and will procure that its Representatives) promptly return all copies of material referring to, containing or comprising the Confidential Information or NDC may (and procure that its Representatives may), with the written approval of the Client, delete or destroy the Confidential Information or a part of it.
- 3.2 This clause 3 will not apply to Confidential Information held by NDC or any of its Representatives that is:
- (a) required to be retained by law, regulation or for NDC's or any of its Representatives' bona fide internal compliance purposes including accounting, audit, insurance, record-keeping or corporate governance (including working papers, board or committee papers or minutes) purposes; or
 - (b) archived in a secure electronic back-up system that cannot practicably be retrieved or deleted.

4 Intellectual Property Rights

- 4.1 The Client grants NDC a non-exclusive, royalty free, worldwide licence to use the Client Materials, and the Intellectual Property Rights subsisting in the Client Materials, for the duration of and for the purpose of the Dealings only.

5 General

Construction

- 5.1 In this deed poll:

- (a) words in the singular include the plural and vice versa;
- (b) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (c) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (d) references to any document (including this deed poll) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (e) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- (f) headings are included for convenience only and do not affect interpretation of this deed poll; and
- (g) no provision will be construed adversely to a party solely on the grounds that the party was responsible for the preparation of this deed poll or that provision.

Term

5.2 This deed poll will continue in force for a period of one year from the date of this document.

Governing law

5.3 This deed poll will be construed in accordance with the laws in force in Queensland and NDC submits to the jurisdiction of the courts of Queensland.

Entire agreement

5.4 This deed poll represents the entire agreement between the Client and NDC as to its subject matter and supersedes all prior representations, agreements, statements and understandings between them.

Severability

5.5 If any part of this deed poll is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this deed poll will remain otherwise in full force.

Counterparts

- 5.6 A signed copy of this deed poll sent by electronic communication (as defined in the *Electronic Transactions (Queensland) Act 2001 (Qld)*):
- (a) will be deemed an original counterpart;
 - (b) is sufficient evidence of the signing of the original; and
 - (c) may be produced in evidence for all purposes in place of the original.

6 Definitions

The meanings of the terms used in this deed poll are set out below.

<i>Term</i>	<i>Meaning</i>
Client Materials	documents and other materials owned by the Client such as proprietary designs, tools, equipment and other products owned by the Client
Confidential Information	the meaning given in clause 1.1
Dealings	has the meaning given in paragraph A of the Background
Intellectual Property Rights	statutory and other proprietary rights whether in law or in equity in respect of patents, designs, copyright, trade marks, trade secrets, processes, formulae, systems, drawings, data, specifications, electrical or electronic circuits, documents, moral rights and other like rights
Representatives	in relation to a party means its officers, employees, consultants, contractors, agents, professional advisors, related bodies corporate (as defined in the <i>Corporations Act 2001</i> (Cth)) and any officers, employees, consultants, contractors, agents or professional advisors of its related bodies corporate

Signing page

Signed as a deed poll on the date NDC signs this document

Signed sealed and delivered by **NDC Plastic Moulding Pty Ltd** ACN 657 323 585 by its sole director/sole secretary:

Nathan De Candia
Sole Director/Sole Secretary