

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Confidentiality terms

1. General

- (a) These confidentiality terms are a legal agreement between PLVP Initial Partner 1 Pty Ltd ACN 612 061 186 T/A PieLAB Investment Management (**PieLAB**) and the other party named in the form below (**Other Party**) (**Terms**). Upon receiving an accepted version of these Terms from the Other Party, PieLAB agrees to comply with these Terms. If the Other Party is not a natural person, the person signing on behalf of the Other Party warrants to PieLAB that it is authorised to bind the Other Party to these Terms.
- (b) Unless otherwise agreed by the parties, these Terms apply to any Confidential Information disclosed by a party to the other party in connection with an investigation and assessment as to whether the parties should pursue a proposed transaction (**Permitted Purpose**).
- (c) In these Terms, **Confidential Information** means the following, whether or not in material form:
 - (i) all information disclosed or made available by or on behalf of a party to the other party (including all information disclosed prior to the date of these Terms); and
 - (ii) the nature of any proposed transaction between the parties, and the terms and existence of these Terms.

2. Disclosure and use of Confidential Information

2.1 Confidentiality obligations

Each party must:

- (a) keep the Confidential Information confidential and only use the Confidential Information for the Permitted Purpose; and
- (b) not disclose, or cause or permit the disclosure of, the Confidential Information, to any third party except with the prior written consent of the other party or in accordance with clause 2.2.

2.2 Permitted disclosure

Where necessary or desirable for the Permitted Purpose, a party may disclose Confidential Information to:

- (a) an officer or employee of the party or of its related bodies corporate; or
- (b) a legal, financial or corporate advisor engaged by a party, or a financier, in connection with the Permitted Purpose.

2.3 Exclusions

The confidentiality obligations in clause 2.1 do not apply to the extent that Confidential Information:

- (a) is required to be disclosed by any law, government agency, court order or the rules of any stock exchange;
- (b) is in the public domain, other than because of a breach of these Terms or other obligation of confidence; or
- (c) was in the possession of a party before it was disclosed to it by the other party, and which was not acquired from any person whom the party knew owed an obligation of confidence at the time.

3. Return or destruction

If these Terms are terminated, or if otherwise requested by the other party, a party must (at its election):

- (a) return to the other party; or
- (b) destroy and certify in writing to the other party the destruction of, all Confidential Information, other than:
- (c) that party's board or committee papers, or the minutes of that party's board or committees;
- (d) documents that are created or retained by any advisers of that party;
- (e) information held in a computer, word processing or other such systems which is not reasonably practicable to be returned or destroyed; and
- (f) any other document required to be retained by any law, professional standard or bona fide document retention policy.

4. Termination

- (a) Either party may terminate these Terms at any time by giving the other party written notice.
- (b) On termination of these Terms, accrued rights or remedies of a party are not affected.
- (c) Notwithstanding the termination of these Terms, the obligations of the Parties under clauses 2 and 3 (and any other provision which is expressly or by implication intended to come into force or continue on or after termination) shall continue for a period of two years from the earlier of the date of termination or the completion of any discussions in relation to the Permitted Purpose.

5. Miscellaneous

- (a) **Governing law:** The laws of Queensland govern these Terms and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.
- (b) **Assignment:** A party may only assign these Terms or a right under these Terms with the written consent of the other party
- (c) **Entire agreement:** These Terms supersede all previous agreements about its subject matter. These Terms embody the entire agreement between the parties.

To agree to the mutual NDA terms above, please complete all fields in the form below.

By completing this form, I, the signatory named below, warrant to PLVP Initial Partner 1 Pty Ltd ACN 612 061 186 T/A PieLAB Investment Management, I have the authority to bind the Party named below to this Confidentiality and Non-Disclosure Agreement. Accordingly, the Party named below agrees to the terms and conditions of this Confidentiality and Non-Disclosure Agreement.

Date:	
Who is your contact at PieLAB?	
Party Details	
Company/Entity:	
ACN:	
Address:	
State, Post Code:	
Signatory on behalf of Party Details	
Full Name:	
Signature:	
Position:	