**Confidentiality Deed**

**THIS DEED OF CONFIDENTIALITY** dated

is made between:

**Newgate Realty Pty Ltd** 635 518 802 of Unit 1605, 30 Festival Place, Newstead, 4006, Queensland, (“the Informant”), as a Disclosed Agent for an undisclosed Principal.

AND:

[details] ("the Recipient")

**RECITALS**

1. There are matters described in Schedule 1 ("the Confidential Information”) which the Informant will provide to the Recipient. The Recipient wants to evaluate the Confidential Information for the purpose described in Schedule 2 (" the Purpose”).
2. The Confidential Information is disclosed by the Informant on behalf of its Principal.
3. The Confidential Information is confidential and valuable to the Informant. Unauthorised use or disclosure of the Confidential Information may cause irreparable harm to the Informant.

C. The Informant and the Recipient agree that the Informant will disclose the Confidential Information to the Recipient on the following terms set out in the Operative Part.

**OPERATIVE PART**

**Informant's obligations**

1. The Informant will endeavour to include in the Confidential Information all matters in its possession that are reasonably necessary for the Purpose.

2. The Informant will ensure that the Confidential information is as complete and accurate as possible to enable the Recipient to achieve the Purpose.

3. The Informant warrants that to the best of its knowledge and belief, its disclosure of the Confidential information and the Recipient's use of the Confidential information in accordance with this Deed, does not infringe any law. nor is it a breach of any agreement to which the Informant is a party.

4. The Informant will ensure that any information provided by the Recipient to the Informant in respect of the Purpose remains confidential.

**Recipient's obligations**

5. The Recipient can only use the Confidential information for the Purpose. The Recipient must not use, or permit the use of, the Confidential information in a manner or for a purpose that is detrimental to the Informant.

6. The Recipients obligation to keep the Confidential information confidential will not apply to the following:

(a) Confidential information that is public knowledge or becomes generally available to the public, except where the information has become public through a breach of this Deed;

(b) Confidential information that was known to the Recipient on a non-confidential basis prior to its disclosure by the Informant;

(c) Confidential information that was available to the Recipient from a third party

 whose direct or indirect source was not the Informant.

7. The Recipient shall not disclose, divulge or provide the Confidential Information, or the fact that the Confidential information is being provided to the Recipient, to any person without the prior written consent of the Informant. However, the Recipient may disclose the Confidential information to the following without prior written consent:

(a) a limited number of Directors (as defined in s 60 of the Corporations Law), officers and employees of the Recipient on a strictly “need to know“basis; and

(b) the local representatives, accountants, financiers, legal and financial advisers of the Recipient on a strictly “need to know" basis.

8. lf the Recipient is required by law to disclose the Confidential Information, prior written consent of the Informant is not required. However, the Recipient undertakes to:

(a) immediately notify the Informant of any actual or anticipated requirement of the law to disclose the Confidential Information; and

(b) use its best endeavours to delay and withhold the disclosure until the Informant has had reasonable opportunity to oppose the disclosure by lawful means.

**Return of confidential information**

9. lf the Purpose is not achieved or negotiations between the Informant and the

Recipient regarding the Purpose cease:

(a) the Informant can serve written notice to the Recipient to return the Confidential information to the Informant;

(b) within three (3) business days of the receipt of the written notice, the Recipient must return all originals, copies, extracts and summaries of the Confidential information to the Informant;

(c) the Recipient will not retain any originals, photocopies or abstracts of any document containing the Confidential information or any part of any such document; and

(d) the return of the documents will be at the Recipient‘s expense.

**Transfer of obligations**

10. The Recipient cannot assign, transfer or otherwise dispose of its obligations in this Deed, either in whole or in part.

**Recipient's employees, agents etc**

11. The Recipient must ensure that its directors, officers, employees, legal or personal representatives, accountants, financiers or financial advisers comply with the provisions of this Deed which impose any obligation on the Recipient as if such people are party to the deed. A breach of such a provision by one of those people will be regarded as a breach of this Deed by the Recipient.

**Breach of deed**

12. lf the Recipient breaches a provision of this Deed, the Informant will be entitled to seek all appropriate remedies, including monetary damages and interim, interlocutory or permanent injunctions against the Recipient, its directors, officers, employees and agents.

**Interpretation**

13. Each provision of this Deed is deemed to be separate and severable from the other provisions. lf any of the provisions of this Deed are invalid or not enforceable, all other provisions remain valid and enforceable in accordance with their terms.

14. Clause headings do not affect interpretation of this agreement.

**Jurisdiction**

15. This Deed is to be governed and construed by the laws of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

**EXECUTED AS A DEED**

SIGNED by the INFORMANT: John William GATES

[Signature of Informant]

SIGNED by the RECIPIENT:

On the day of 2019

Signature of Recipient

**SCHEDULE 1—THE CONFIDENTIAL INFORMATION**

All documentation, currently in the possession, custody or control of the Informant related to the project known as “Parkes Garden Estate”, including, but not limited to:

1. All contracts
2. All planning documents and approvals issued by Parkes Council
3. DA stamped plans
4. All advertising and marketing material in existence in relation to the project
5. All experts’ reports, in the possession of the Informant;
6. All consultants’ reports, including architects, engineering and geological consultants
7. All financial projections
8. Information obtained from statutory bodies such as Parkes Council and the National Inland Rail project,
9. Building plans and elevations
10. Marketing material on Parkes, brochures, videos and other media,
11. All other materials held, touching on the project.

**SCHEDULE 2—THE PURPOSE**

To disclose the details of all documents related to the block known as Parkes Garden Estate the corner of Martin and Farrer Streets, Parkes, NSW, for the purpose of considering whether to submit an expression of interest to purchase the lot.