



CONFIDENTIALITY & NON-DISCLOSURE DEED



Date	15 February 2021
Parties	<p>TCR Mindset Pty Ltd (Company) ACN 611 057 919 of Po Box 25 Cherrybrook, NSW 2000 Telephone: 02 9055 5070</p> <p>Contact: John Daley Email: john.daley@thechangeroom.info</p> <p>And</p> <p>Holly Moore Hollymoore1@bigpond.com</p>
Background	<ol style="list-style-type: none">The Company and the Recipient wish to explore possible business transactions and acknowledge that in the course of discussions; trade and business information which is confidential to them may be provided or disclosed by one to the other.The Parties have agreed to provide that information to each other on the express undertaking to keep such information confidential subject to the following terms.

AGREEMENT

1. Definitions and interpretation

1.1 In the construction of this Deed, unless the contrary intention appears:

'Approved purpose' means:

- The Parties exploring opportunities for the Company and Recipient to work closely together including joint venture or investment opportunities of possible produce distribution arrangements between the Parties and their related bodies corporate;
- Enforcing a Parties' rights or defending a claim by the other Party in relation to this Deed;

'Associates' has the same meaning as it has in Chapter 1, Part 1.2, Division 2 of the *Corporations Act 2001*;

'Commencement Date' means the earlier of:

- the date on which Confidential Information relating to the Approved Purpose was disclosed by the company to the Recipient; and
- the date on which the last Party to execute this Deed executes this Deed.



'Confidential Information' means the following information provided by the Disclosing Party or any of its Personnel to the Obtaining Party or any of its Personnel for or in connection with the Purpose:

- (c) information designated as confidential by Disclosing Party;
- (d) information imparted in circumstances of confidence; or
- (e) information that the Obtaining Party knows, or ought to know, is confidential,

but does not include information which is already known by the Obtaining Party at the time it is disclosed, or which is or becomes public knowledge other than by a breach of this Deed.

'Deed' means this Confidentiality and Non-Disclosure Deed, including any attachments and any other documents incorporated by express reference.

'Disclosing Party' means the Party which discloses Confidential Information to the Obtaining Party.

'Intellectual Property' means all intellectual proprietary rights whether registered or unregistered and whether existing under states, at common Law or in equity throughout the world including, without limitation:

- (a) all trademarks, trade names, logos, symbols, brand names or similar rights, registered or unregistered designs, patents, copyright, circuit layout rights, trade secrets and the right to have Confidential Information kept confidential together with
- (b) any application or right to apply for any of the rights specified in paragraph (a) above.

'Materials' mean all materials, including documents and records, prepared by the Recipient during the Term, or arising out of or concerning, the Services, no matter how prepared.

'Moral Rights' has the meaning given in the *Copyright Act 1968 (Cth)*.

'Obtaining Party' means the Party which receives Confidential Information from the Disclosing Party.

'Personnel' means any employee, officer, agent, recipient, subrecipient, student or volunteer of a Party, and any employee, officer, agent, recipient, subrecipient, student or volunteer of a recipient or subrecipient, but excludes the other Party and its Personnel.

'Recipient' means the party referred to as such in this Deed including any and all Associates of the Recipient.

'Regulatory Body' means any Federal or State Minister of the Crown, government or quasi government agency or statutory authority whose approval or consent is necessary for the Approved Purpose.

2. Consideration

The Parties each enter into this Confidentiality and Non-Disclosure Deed in consideration of the mutual promises herein.

3. Roles of the Parties

Each Party acknowledges and agrees that it may be both an Obtaining Party and Disclosing Party, and that the terms of this Deed are binding upon it as an Obtaining Party and enforceable by it as a Disclosing Party.



4. Intellectual Property and Materials

- 4.1 All Intellectual Property in the Materials generated in connection with the Approved Purpose will be and remain the property of the Company.
- 4.2 The Recipient hereby assigns all Intellectual Property rights in the Materials to the Company and expressly agrees to sign all documents and do all other acts as required by the Company as may be necessary to fulfill its obligations under this clause.
- 4.3 The Company acknowledges that the Recipient may have Moral Rights in works which they have created or may in the future create in the course of the Approved Purpose (**Works**). In so far as the Recipient is able to do so, the Recipient:
- (a) waives and will waive the Recipient's Moral Rights in respect of the Works; and
 - (b) consent and will consent to all or any acts or omissions by the Company, in relation to the Works, which have already occurred or may occur in the future, which would otherwise infringe the Recipients Moral Rights in any of the Works.
- 4.4 The Recipient acknowledges that the consent given in clause 2.3(b) extends to the Recipient's successors in title, licensees of the copyright in the Works and other persons authorised by the Company to do acts comprised in the copyright of works.
- 4.5 Following termination of this Deed, the Recipient will deliver up all Materials to the Company within 21 days.

5. Party obligations

- 5.1 The Parties must take all steps necessary to safeguard the confidentiality of the Confidential Information.
- 5.2 The obtaining Party must:
- (a) Keep the Confidential Information confidential and preserve its confidential nature; and
 - (b) Not use or disclose or permit the use or disclosure of Confidential Information for any purpose other than the Approved Purpose.
- 5.3 The Recipient must not profit from the use of the Confidential Information.
- 5.4 The Parties may disclose the Confidential Information only:
- (a) to a person if:
 - (i) the Parties has informed that person of the confidential nature of the Confidential Information; and
 - (ii) that person has undertaken in writing to the Parties to keep the Confidential Information secret and confidential, on terms as onerous as those in this Deed; and
 - (iii) it is necessary for the Parties to disclose the Confidential Information for the Approved Purpose; or



- (b) to the extent and for a purpose to which the Parties has consented in writing; or
- (c) to the extent required by law.

5.5 A Obtaining Party may copy or print the Confidential Information only if the Disclosing Party has consented in writing.

5.6 A Party may communicate with a Regulatory Body about the Approved Purpose or the Confidential Information only if the Party has consented in writing.

5.7 The Obtaining Party must keep all the Confidential Information in a secure manner.

5.8 The Obtaining Party must ensure:

- (a) its Personnel are made aware of the confidential nature of the Confidential Information and the terms of this Deed before being provided with or having access to Confidential Information; and
- (b) its Personnel do not do or fail to do anything that, if done or not done, would amount to a breach of the Obtaining Party's obligations under this Deed.

5.9 If the Obtaining Party becomes aware that it has or may have breached this Deed, it must immediately notify the Disclosing Party and take all reasonable steps required to stop the breach.

5.10 On demand by the Disclosing Party, the Obtaining Party must:

- (a) deliver to the requesting Party all the Confidential Information in the Parties possession or control;
- (b) delete all the Confidential Information held electronically in any medium in the Party'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.

5.11 A Party must immediately report to the other Party any unauthorised use, disclosure, copy or printing of the Confidential Information of which the Recipients become aware.

5.12 A Party must use best efforts to obtain the return or destruction or deletion of any unauthorised copy or print-out of the Confidential Information.

6. Material Breach

6.1 Each Party further agrees and acknowledges that either Party will be in direct and material breach of this Deed if the Recipient:

- (a) makes contact with any of the Party's suppliers in respect of the content of this Deed, the Approved Purpose, the Confidential Information or any part of the Party's business;
- (b) makes contact with any of the Party's' employees in respect of the content of this Deed, the Approved Purpose, the Confidential Information or any part of the Party's business;



- (c) make contact with any of the Party's competitors in respect of the content of this Deed, the Approved Purpose, the Confidential Information or any part of the Party's business;
- (d) make contact with any of the Party's customers in respect of the content of this Deed, the Approved Purpose, the Confidential Information or any part of the Party's business; or
- (e) procure any third party to any of the acts in (a) to (d) above.

7. Ownership, safe keeping and return of confidential information

- 7.1 All confidential Information including copies remain the absolute property of the owning Party.
- 7.2 All confidential information of the Company including copies will be securely stored by the Recipient.
- 7.3 Upon written demand the Obtaining Party will immediately return or destroy (where requested) to the Disclosing Party all Confidential Information and Intellectual Property including any copies thereof and will cause all other recipients of the Confidential Information and Intellectual Property to do likewise.

8. Term

- 8.1 This Deed expires on the earlier of:
 - (a) a new written agreement being entered into by the Parties formalising the Approved Purpose; or
 - (b) either Party communicating in writing their decision not to proceed with or finalise matters relating to the Approved Purpose (**Term**).

9. Duration of obligations of confidentiality

- 9.1 Unless the Parties agree otherwise in writing this Deed and the obligations under this Deed continue in full force:
 - (a) for the duration of the Term; and
 - (b) in respect of the obligations arising under clause 5, for a period of 12 months from the Commencement Date.

10. Indemnity

- 10.1 The Obtaining Party indemnifies the Disclosing Party against any claims, loss, damages, costs and expenses (including legal costs on a solicitor and own client basis) that the Disclosing Party incurs or suffers directly or indirectly as a result of a breach of this Deed by the Obtaining Party, or any unauthorised use or disclosure of the Confidential Information by the Obtaining Party or its Personnel or a person who received Confidential Information from any of them.

11. General

- 11.1 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.
- 11.2 The Parties must not assign any of their rights or obligations under this Deed without the prior written consent of the Party.
- 11.3 This Deed is governed by the law of the State of New South Wales and the parties submit to the jurisdiction



of the courts of that State.

- 11.4 This Deed may not be varied except in writing signed by all of the parties.
- 11.5 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.
- 11.6 In this Deed, the terms Parties and Party are interchangeable as singular and plural where required but do not confer any other meaning other than the collective term for the Owner and Recipient identified in this document

EXECUTED as a Deed by TCR Mindset Pty Ltd

ABN 45 611 057 919

in accordance with section 127 of the Corporations Act 2001 (Cth) by:

John Daley – Director

15 February 2021

Date of Execution

Executed By **Holly Moore**

Holly Moore

Date of Execution

Signature of Witness

Name of Witness