

Confidentiality Deed

UCapital Pty Limited
ACN 168 386 623

and

The party described in Item 1 of Schedule 1

This deed is dated

Parties: UCapital Pty Limited ACN 168 386 623 of Level 26, 44 Market Street, Sydney in the State of New South Wales

The party described in Item 1 of Schedule 1

Recitals:

- A. UCapital has agreed to disclose UCapital Confidential Information to the Confidant solely for the Permitted Purpose, upon the condition that the Confidant must keep such UCapital Confidential Information absolutely confidential and maintain such confidence, subject to the terms and conditions of this deed.

This deed witnesses:

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this deed including the recitals, unless the context indicates otherwise:

"Affiliate" means:

- (a) any present or future legal entity which is, or becomes in the future, a subsidiary of UCapital;
- (b) any present or future legal entity which is, or becomes in the future, a Related Body Corporate of UCapital;
- (c) any present or future legal entity which is, or becomes in the future, subject to control (as that term is defined in section 9 of the *Corporations Act 2001* (Cth)) by UCapital or any subsidiary or Related Body Corporate of UCapital;
- (d) any present or future legal entity which owns UCapital;
- (e) any present or future legal entity which is under common ownership with UCapital;
- (f) any present or future legal entity or enterprise which is agreed in writing is an "Affiliate", for the purposes of this deed.

Confidant means the party described in Item 1 of Schedule 1.

Derived Information includes, without limitation, any note, calculation, conclusion, summary, computer database, computer modelling or other material derived or produced partly or wholly from the UCapital Confidential Information.

Permitted Purpose means the purpose described in Item 2 of Schedule 1.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

UCapital Confidential Information includes all information however recorded or retained and whether oral or written or electronically stored about all or any of the following:

- (a) this deed;
- (b) information, ideas and concepts related to any UCapital Group Entity or the business of any UCapital Group Entity;

- (c) ideas or concepts of any employee of or consultant to any UCapital Group Entity;
- (d) the affairs of any UCapital Group Entity;
- (e) arrangements, including proposed arrangements, between any UCapital Group Entity and:
 - (1) any person other than the Confidant; and/or
 - (2) the Confidant;
- (f) UCapital Intellectual Property;
- (g) trade secrets of any UCapital Group Entity;
- (h) the management, policies, strategies, practices and procedures of any UCapital Group Entity;
- (i) any other information or communication that any UCapital Group Entity notifies the Confidant as being confidential;
- (j) the financial position of any UCapital Group Entity;

including but not limited to:

- (1) products;
- (2) formulas;
- (3) computer programs;
- (4) software applications;
- (5) proposed application or use of software products;
- (6) plans;
- (7) blueprints;
- (8) specifications;
- (9) know how;
- (10) technique manuals;
- (11) analytical methods;

but does not include information which:

- (A) is or becomes public knowledge other than as a result of any breach by the Confidant of this deed;
- (B) is in the possession of the Confidant without restriction in relation to disclosure before the date of receipt from UCapital; or
- (C) has been independently developed or acquired by the Confidant;

UCapital Group Entity means UCapital and each Affiliate.

UCapital Intellectual Property includes each of the following:

- (a) trade marks which any UCapital Group Entity has rights to use, or is the registered proprietor of;
- (b) patents of which any UCapital Group Entity is patentee or licensee;
- (c) copyright held by any UCapital Group Entity or copyright which any UCapital Group Entity has rights to use, and any written material, plans, designs, or other work or subject matter relating to any UCapital Group Entity;

- (d) designs whether or not registered or protected by copyright derived or acquired or used by any UCapital Group Entity;
- (e) such other trade marks, service marks, trade names, business names as may from time to time be held or owned by any UCapital Group Entity, or which any UCapital Group Entity has rights to use; and
- (f) semiconductor or circuit layout rights any UCapital Group Entity holds, owns or has rights to use.

UCapital means UCapital Pty Limited ACN 168 386 623.

1.2 Interpretation

In this deed unless the context indicates otherwise:

- (a) references to any party to this deed shall include the executors administrators successors and permitted assigns of that party;
- (b) references to a clause or schedule or other annexure shall be construed as references to a clause of or schedule or annexure to this deed and references to this deed shall include its schedules and any annexures;
- (c) references to (or to any specified provision of) this deed or another deed or document shall be construed as references to (that provision of) this deed or that other deed or document as amended or substituted with the deed of the relevant parties and in force at any relevant time;
- (d) references to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
- (e) words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and references to a person shall be construed as references to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency;
- (f) where any word or phrase is given a defined meaning in this deed, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- (g) headings included in this deed are for convenience only and shall be disregarded in the construction of this deed.

2. Confidentiality for the benefit of UCapital

- (a) The Confidant must:
 - (1) not disclose any UCapital Confidential Information or suffer or permit any UCapital Confidential Information to be disclosed to any person whatsoever without the prior written consent of UCapital, and then only on the basis that the confidentiality of UCapital Confidential Information is respected in the same manner as provided in this deed;
 - (2) maintain a level of security sufficient to protect confidentiality of the UCapital Confidential Information; and
 - (3) not use or exploit, or permit to be used or exploited, any UCapital Confidential Information for any purpose, other than the Permitted Purpose.

- (b) At all times the Confidant must observe strict secrecy in relation to the UCapital Confidential Information.
- (c) Before disclosing any of the UCapital Confidential Information to any person, the Confidant must:
 - (1) inform UCapital of the name, title of the person to whom the UCapital Confidential Information is to be disclosed (the **Confidant Representative**) and relationship of that person to the Confidant; and
 - (2) ensure that the Confidant Representative is made fully aware of the confidential nature of all UCapital Confidential Information prior to obtaining access to the UCapital Confidential Information; and
 - (3) cause each Confidant Representative to sign an undertaking in the form set out in Schedule 2 of this deed (the **Undertaking**);
 - (4) deliver the signed Undertaking to UCapital.
- (d) The Confidant must inform the Confidant Representative of the restrictions on use and disclosure of the UCapital Confidential Information contained in this deed, before disclosure, and the Confidant Representative must observe those restrictions. Any non-observance by the Confidant Representative of those restrictions will be treated as and deemed to be a breach by the Confidant of those restrictions and thereby a breach by the Confidant of this deed.
- (e) The Confidant acknowledges that the UCapital Confidential Information is owned by UCapital.

3. Return of Confidential Information

Subject to the terms of any further written agreement between UCapital and the Confidant upon receipt of a written request from UCapital at any time, the Confidant must promptly return to UCapital all copies of UCapital Confidential Information howsoever embodied or recorded or, including, without limitation, any Derived Information, at the direction of UCapital, destroy or permanently delete from every storage system all copies of UCapital Confidential Information and any Derived Information.

4. Confidant not to approach clients, officers or employees or use or exploit UCapital Confidential Information

- (a) The Confidant must not, without the prior written consent of UCapital:
 - (1) contact any client or customer of UCapital to discuss the relationship of that person with UCapital in terms that use or refer to any UCapital Confidential Information;
 - (2) contact any officer or employee of UCapital to discuss UCapital Confidential Information;
 - (3) directly or indirectly approach any officer or employee of UCapital for the purpose of recruiting that person for employment by the Confidant, or by a Related Body Corporate or associate of the Confidant.

- (b) Without limiting the generality of any other provision in this deed, the Confidant must not do any one or more of the following:
- (1) use or disclose to a third party any aspect of UCapital Confidential Information or Derived Information for the purpose of contracting with any person or contracting with any employee or client of UCapital; and
 - (2) use or exploit any UCapital Confidential Information, Derived Information or any idea or concept derived from UCapital Confidential Information, without the prior consent in writing of UCapital.

5. Ensure that others comply

The Confidant must:

- (a) cause all Confidant Representatives to sign and deliver the Undertaking to UCapital;
- (b) procure that each Confidant Representative strictly observes all of the obligations of the Confidant under this deed as if those obligations were imposed on that Confidant Representative; and
- (c) generally ensure that no officer, employee, adviser or agent of the Confidant does anything which, if done by the Confidant, would be inconsistent with the obligations of the Confidant under this deed.

6. Indemnity

- (a) The Confidant must indemnify and keep indemnified UCapital and each Affiliate in respect of each claim, action, damage, loss, cost, charge, expense, outgoing or payment which UCapital or any Affiliate suffers, incurs or is liable for in respect of, or as a result of:
 - (1) any breach of any obligation on the part of the Confidant under this deed by the Confidant or any Confidant Representative;
 - (2) any failure by the Confidant to ensure compliance by any Confidant Representative with the terms of this deed, or Undertaking, or both; or
 - (3) any infringement of the rights of UCapital or any Affiliate in respect of UCapital Confidential Information, by the Confidant or any Confidant Representative.
- (b) This clause 6:
 - (1) operates as a deed poll in favour of and for the benefit of the directors, employees, contractors, servants and agents of the Affiliates, or any one or more of them; and
 - (2) may be relied on and enforced by the directors, employees, contractors, servants and agents of the Affiliates, or any one or more of them, in accordance with its terms even though the directors, employees, contractors, servants and agents of the Affiliates, or any one or more of them, are not a party to this deed.

7. Breach

In the event of a breach or threatened breach of the terms of this deed by the Confidant, UCapital shall be entitled to an injunction restraining the Confidant from

committing any breach of the obligations of the Confidant under this deed, without showing or proving that any actual damage has been sustained by UCapital.

8. Disclaimer by the Confidant

- (a) The Confidant acknowledges that none of UCapital or any officer, employee or adviser of UCapital:
- (1) makes any representation or warranty:
 - (A) as to the accuracy or completeness of UCapital Confidential Information;
 - (B) that UCapital Confidential information is the totality of the information that the Confidant may require or expect to find in order to carry out the Permitted Purpose;
 - (2) accepts any responsibility for any interpretation, opinion or conclusion that the Confidant may form as a result of examining UCapital Confidential Information;
 - (3) accepts any responsibility to inform the Confidant of any matter arising or coming to the notice of UCapital which may affect or qualify any UCapital Confidential Information which UCapital provides to the Confidant; and
 - (4) is liable for any loss of any kind (including but without limitation damages, costs, interest, loss of profits, or special loss or damage) arising from:
 - (A) an error, inaccuracy, incompleteness or similar defect in UCapital Confidential Information; or
 - (B) any default, negligence, or lack of care in relation to the preparation or provision of UCapital Confidential Information.
- (b) The Confidant must, before making any decision affecting the Confidant, make an independent assessment of UCapital Confidential Information and must:
- (1) carry out and rely solely on the own investigation and analyses of the Confidant in relation to UCapital Confidential Information; and
 - (2) verify independently all information on which the Confidant intends to rely, in making any decision or agreement with UCapital.
- (c) Any reliance by the Confidant upon any UCapital Confidential Information is at the own risk of the Confidant.

9. Further Assurances

Each party must execute, sign and deliver all documents and do all things necessary or appropriate to give effect to the arrangements and agreements referred to in this deed.

10. General

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those

courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

- (c) Without preventing any other mode of service, any document in an action including, without limitation, any writ of summons or other originating process or any third or other party notice may be served on a party by being delivered to or left for that party at its address for service of notices under clause 10(d).
- (d) A notice, approval, consent or other communication in connection with this deed:
 - (1) must be in writing unless expressly specified otherwise; and
 - (2) must be left at or sent by prepaid ordinary post to the address of the addressee which is specified on page 1 of this deed in the case of the parties to this deed.
- (e) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.
- (f) A letter is taken to be received on the third day after posting.
- (g) Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this deed is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.
- (h) A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise. In considering requests for its approval or consent a party must act with reasonable expedition.
- (i) A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, body or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- (j) A provision of or a right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.
- (k) This deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

SCHEDULE 1

Item 1:	Confidant
	Name: ACN (if applicable): Address:
Item 2:	Permitted Purpose
	The confidant to consider the business of UCapital with a view to investing into UCapital and become an introducer/broker.

SCHEDULE 2 UNDERTAKING

Confidant Representative (name of Confidant)

Confidentiality Deed Confidentiality deed between UCapital Pty Limited ACN 168 386 623 (**UCapital**) and (name of Confidant) dated (date)

BY THIS DEED POLL the Confidant Representative, for the benefit of UCapital:

- (a) agrees that the Confidant Representative has read and irrevocably agrees to abide by the obligations of the Confidant Representatives and the Confidant under the Confidentiality Deed;
- (b) irrevocably agrees to maintain the confidential nature of the UCapital Confidential Information;
- (c) irrevocably agrees not, without the prior written consent of UCapital, to disclose any of the UCapital Confidential Information to any person, nor will the Confidant Representative use any of the UCapital Confidential Information for any purpose other than the Permitted Purpose;
- (d) acknowledges that damages are not a sufficient remedy for any breach of this deed and UCapital is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant Representative, in addition to any other remedies available to UCapital at law or in equity;
- (e) irrevocably agrees to deliver to UCapital all documents and other materials in any medium in the possession power or control of the Confidant Representative, which contain or relate to any UCapital Confidential Information (whether or not those documents and other materials were created by UCapital) on the earlier of:
 - (i) demand by UCapital; or
 - (ii) the time the documents and other material are no longer required for the Permitted Purpose;
- (f) acknowledges that the return of the documents and other materials referred to in this clause does not release the Confidant Representative from the obligations of the Confidant Representative under this deed on behalf of UCapital;
- (g) acknowledges that this deed is made for the benefit and in favour of UCapital and further acknowledges and irrevocably agrees that it is to be delivered by the Confidant to UCapital.

Any term or expression used in this deed that has a defined meaning in the Confidentiality Deed shall have the same meaning in this deed as is ascribed to that term or expression in the Confidentiality Deed and apply to this deed as if those terms or expressions were fully set out in this deed.

This deed does not place any greater obligations on the Confidant Representative than the Confidentiality Deed places on the Confidant.

EXECUTED as a deed poll

DATED:

**SIGNED, SEALED AND
DELIVERED**)
by the Confidant Representative)
in the presence of:)

.....)
Signature of witness)

.....)
Name of witness)

.....
Signature of the Confidant Representative

Executed by the parties as a deed:

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* (Cth) by **UCapital Pty. Ltd. ACN 131 828 110**

.....
Director/Secretary Signature

.....
Director Signature

.....
Print name

.....
Print name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* (Cth) by **the party named in Item 1 of the Schedule 1**

.....
Director/Secretary Signature

.....
Director Signature

.....
Print name

.....
Print name

OR

Signed sealed and delivered)
by **the party name in Item 1 of the**)
Schedule 1)
in the presence of:)

.....
The party named in Item 1 of the Schedule 1

.....
Witness

.....
Witness name

.....
Witness address