

CONFIDENTIALITY DEED

PARTIES

Name:

Phone:

Address (The Recipient):

State:

Enquired Business:

And: Savoir Advisory Pty Ltd of 2 Revilo Court, Mulgrave 3170,Vic 3170 (The Discloser)

INTRODUCTION

The Discloser has agreed to disclose Confidential Information to the Recipient for the Purpose, subject to the terms of this Deed.

OPERATIVE CLAUSES

1. Confidentiality Deed

1.1 The Recipient undertakes to keep secret and protect and preserve the confidential nature and secrecy of the Confidential Information. Without limiting this obligation, the Recipient must not use or permit any person to use the Confidential Information for any

purpose other than for the Purpose; or permit unauthorised persons to have access to places where the Confidential Information is displayed, reproduced or stored.

1.2 The Recipient must take reasonable steps to enforce the confidentiality obligations imposed by clause 1.1.

2. Recipient's Personnel

2.1 Subject to clause 2.2, the Recipient may disclose Information to the Recipient's Personnel on a need-to-know basis, solely to assist the Recipient in complying with or carrying out the Purpose and on the condition that the Recipient's Personnel do not disclose the Confidential Information to any other person.

2.2 The Recipient must ensure that the Recipient's Personnel who have access to the Confidential Information are made fully aware of the confidential nature of all Confidential Information; and if required by the Provider, each of the Recipient's Personnel must sign a confidentiality deed essentially on the same terms as this Deed.

2.3 The Recipient must ensure that none of the Recipient's Personnel do or omit anything which, if done or omitted to be done by the Recipient, would constitute a breach of its obligation under this Deed.

3. Return of Confidential Information

3.1 Upon the earlier to occur of: a notice by the Provider; and the time when the Confidential Information is no longer required by the Recipient for the Purpose, the Recipient must deliver to the Provider (or with the Provider's prior written consent, destroy or erase) all forms of Confidential Information in the possession, power or control of the Recipient or any of the Recipient's Personnel whether or not those forms were created by the Provider, but such delivery does not release the Recipient from its obligations under this deed.

4. Disclaimer

4.1 The Recipient acknowledges and agrees that:

(a) neither the Provider nor any Personnel or other representative of the Provider has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of its Confidential Information; and

(b) it must make its own assessment of all Confidential Information disclosed to it and satisfy itself as to the accuracy and completeness of the Confidential Information.

4.2 To the extent permitted by law, the Recipient releases the Provider from all liability for any loss or damage (whether foreseeable or not) suffered by any person acting on any Confidential Information whether the loss or damage arises in connection with any negligence, default, lack of care, misrepresentation or any other cause.

5. Breach & Indemnity

5.1 The Recipient must immediately notify the Provider of all information which comes to its attention regarding any actual or potential disclosure or use of Confidential Information other than in accordance with this Deed.

5.2 The Recipient indemnifies the Provider against any cost, liability, damage or loss incurred or suffered by the Provider arising directly or indirectly from or in connection with: any breach of this Deed by the Recipient; or any act or omission of the Recipient's Personnel which, if done or omitted to be done by the Recipient, would constitute a breach of this Deed.

5.3 The Recipient acknowledges that damages may not be an adequate remedy for the Provider for any breach of this Deed by the Recipient and that the Provider is entitled to seek specific performance or injunctive relief as a remedy for any such breach or threatened breach, in addition to any other remedies available at law or in equity under this Deed or independently of this Deed.

6. Term

6.1 This Deed becomes effective on the earlier to occur of: the date upon which Confidential Information is first provided to, learned or accessed by the Recipient; and the date of this Deed; and continues in force until the later to occur of: agreement in writing by the parties; and all the Confidential Information is available in the public domain.

7. Governing Law

7.1 This deed is governed by and construed in all respects in accordance with the laws of the State referred above and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State and any courts empowered to hear appeals therefrom.

8. Definitions and Interpretations

8.1 Definitions

(a) Confidential Information means all Information submitted or disclosed to the Recipient by the Provider; and all Information learned or accessed by the Recipient at any time in connection with the Purpose, including during negotiations, discussions and meetings. It includes information identified as confidential at the time of disclosure, information which by nature or context is confidential, and any agreement or understanding related to the Purpose; but does not include publicly available information unless due to a breach of this Deed, or information already lawfully known by the Recipient.

(b) Information means information, inventions and ideas, which may be: oral, written, recorded or stored by electronic, magnetic, electro-magnetic, or in other form, process, media or otherwise in a machine readable form; or translated from the original form, re-complied, made into a compilation, partially copied, modified, updated or otherwise altered. Personnel means any person being an agent, adviser, sub-contractor, employee or other representative of the Recipient

(c) Personnel means any agent, adviser, subcontractor, employee or representative of the Recipient.

(d) Provider means Savoir Advisory as agent for the proprietor of the enquired business or property.

(e) Purpose means the evaluation, sale, or acquisition of the business or property described above.

(f) Recipient means the individual or entity to whom the Confidential Information is

EXECUTED AS A DEED

Recipient Name:

Recipient Title:

Date:

Signed, sealed and delivered by the Recipient:

Agent Name:

Agent Phone:

Agent Email:

Business ID:

Signed, sealed and delivered by Savoir Advisory Pty Ltd:

保密契约书

缔约各方 (PARTIES)

- 姓名 (Name):
- 电话 (Phone):
- 地址 (Address) (接收方):
- 所在州 (State):
- 所咨询的企业 (Enquired Business):

与

Savoir Advisory Pty Ltd, 地址: 2 Revilo Court, Mulgrave, VIC 3170 (以下简称“披露方”)

引言 (INTRODUCTION)

披露方同意根据本契约条款向接收方披露保密信息, 用于特定目的 (下称“目的”)。

执行条款 (OPERATIVE CLAUSES)

1. 保密义务

1.1 接收方承诺对保密信息予以保密, 并保护其机密性与秘密性质。在不限制该义务的前提下, 接收方不得:

- 将保密信息用于本契约所述目的以外的任何用途, 或允许他人如此使用;
- 允许任何未经授权的人接触展示、复制或储存保密信息的场所。

1.2 接收方必须采取合理措施以强制执行第 1.1 条所规定的保密义务。

2. 接收方人员

2.1 在遵守第 2.2 条的前提下, 接收方可在“知情且必要”的基础上向其人员披露保密信息, 仅限于为履行本契约所述目的, 并确保其人员不向任何其他人披露保密信息。

2.2 接收方必须确保所有接触保密信息的人员：

- 完全知晓保密信息的机密性质；
- 在披露方要求时，签署与本契约条款实质相同的保密契约。

2.3 接收方必须确保其人员不得有任何作为或不作为，若由接收方自身为之将构成违反本契约之行为。

3. 保密信息的返还

3.1 在以下任一情形发生时：

- 披露方向接收方发出通知；
- 或接收方对保密信息不再有需求以实现本契约之目的，

接收方应将其本人或其人员掌控、持有或存储的所有形式的保密信息返还披露方（或经披露方事先书面同意予以销毁或删除）。即使保密信息的形式由披露方创制或未创制，该返还行为亦不解除接收方依据本契约承担的义务。

4. 免责声明

4.1 接收方承认并同意：

- (a) 披露方及其任何代表、顾问或人员未对保密信息的准确性或完整性作出任何明示或默示的陈述或担保；
- (b) 接收方必须自行对所有保密信息进行评估，并自行决定其准确性与完整性。

4.2 在法律允许的最大范围内，接收方豁免披露方就任何因依赖保密信息而导致的损失或损害承担责任，无论该损失是否可预见，亦无论其是否源于疏忽、违约、误导、失职或其他原因。

5. 违反与赔偿

5.1 接收方必须在获悉任何实际或潜在的不当披露或使用保密信息的情况后，立即通知披露方。

5.2 接收方须对因以下原因直接或间接造成披露方遭受的任何费用、责任、损害或损失进行赔偿：

- 接收方违反本契约；

- 或其人员的作为或不作为，若该行为由接收方实施则将构成违约。

5.3 接收方承认，对于违反本契约的行为，仅靠金钱赔偿可能不足以使披露方获得救济，披露方有权申请强制履行或禁令救济，作为对任何实际或威胁性违约的补救措施，且该等补救措施应与法律或衡平法项下的其他权利并行适用。

6. 契约期限

6.1 本契约自以下最早者起生效：

- 接收方首次获得、知晓或接触保密信息之日；
- 或本契约签署之日；

并持续有效直至以下较晚者：

- 双方以书面达成终止协议；
- 所有保密信息进入公共领域。

7. 适用法律

7.1 本契约受前述所属州法律的管辖并按其解释。双方接受该州法院及其上诉法院的非专属司法管辖。

8. 定义与解释

8.1 定义

(a) **保密信息** 指所有由披露方向接收方披露或提供的信息，以及接收方于任何时间因本契约之目的在协商、讨论或会议中获取的信息，包括但不限于：

- 在披露时被标识为保密的信息；
- 按其性质或环境应视为保密的信息；
- 接收方明知或合理应知为保密的信息；
- 与本契约目的相关的协议、安排或理解。

但不包括：

- 依法已属公共领域的信息（除非该信息因违反本契约而泄露）；
- 披露前接收方已合法知悉且无其他保密义务的信息；
- 因法律、法院命令或政府监管机构强制要求披露的信息。

(b) **信息** 指任何形式的信息、发明或想法，包括但不限于口头、书面、电子、磁性、电磁或其他形式所记录、储存或翻译、复制、更新、修改的信息。

(c) **人员** 指接收方的任何代理人、顾问、分包商、雇员或其他代表。

(d) **披露方 (Provider)** 指代表所咨询企业或资产所有人的 Savoir Advisory。

(e) **目的 (Purpose)** 指为评估、购买或出售上述企业或资产而披露保密信息的原因。

(f) **接收方 (Recipient)** 指接收保密信息的个人或实体。

以契约形式签署 (EXECUTED AS A DEED)

接收方姓名 (Recipient Name):

接收方职务 (Recipient Title):

日期 (Date):

接收方签署: _____

代理人姓名 (Agent Name):

代理人电话 (Agent Phone):

代理人电邮 (Agent Email):

企业编号 (Business ID):

Savoir Advisory Pty Ltd 签署: _____