

**RUDRA LEGAL CORPORATION PTY LTD TRADING AS LAWBANK**

**AND**

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**CONFIDENTIALITY DEED**

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**Rudra Legal Corporation Pty Ltd**  
Suite 1.04, 159 Queen Street  
Campbelltown NSW 2560  
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Campbelltown NSW 2560  
Email: [director@myrudra.net](mailto:director@myrudra.net)  
Ref: VR:794VR18

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**THIS DEED** dated            day of                            2019

**BETWEEN Rudra Legal Corporation Pty Ltd ACN 163 240 319 trading as  
LAWBANK** of 1/67 Scott Street, Liverpool, New South Wales (**Donor**)

**AND**                    of (**Recipient**)

## **RECITALS**

- A.**        The donor owns the confidential information as defined in this deed.
- B.**        The donor is prepared to undertake discussions with the recipient and to make available to the recipient information regarding the undertaking described in the schedule. The donor does so upon the recipient's express undertaking that they will retain in confidence all information the recipient may gain or the donor may disclose to them in this regard.

## **OPERATIVE PART**

### **1. Interpretation**

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This deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this deed:

- (a)        References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b)        Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c)        Grammatical forms of defined words or phrases have corresponding meanings;
- (d)        Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e)        Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f)        If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

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- (g) References to a party are intended to bind their executors, administrators and permitted transferees;
  - (h) Obligations under this deed affecting more than one party bind them jointly and each of them severally;
  - (i) Confidential information means all personal and corporate information acquired by the recipient from the donor relating to the undertaking described in the schedule. This includes all financial, management and marketing information, all research, plans or other documentation, and all other information imparted in discussions or obtained through inspections or by any other method from the donor or the agents, advisers, consultants, employees or contractors of the donor. Information already in the public domain or that is proven to have been within the knowledge of the recipient is not confidential for the purposes of this deed.

## **2. Obligations of recipient of confidential information**

In consideration of the donor providing the recipient with access to confidential information the recipient agrees to:

- (a) Treat the confidential information as subject to a duty of confidence and to only use it for the purpose of the undertaking described in the schedule;
- (b) Only disclose the confidential information on a need to know basis to the officers, employees and professional advisers of the recipient or as are listed in the schedule;
- (c) Advise each person to whom the confidential information is disclosed that the recipient is subject to a duty of confidence, and that the confidential information is not to be used for any purpose other than for the undertaking described in the schedule;
- (d) Take at the recipient's sole expense whatever steps the donor may consider necessary to enforce the duty of confidence against any person to whom the confidential information has been disclosed by the recipient and who is in breach of that duty;
- (e) On request provide the donor with a list of recipients; and
- (f) Identify each document on its face as a confidential document for the eyes only of the recipient.

## **3. Ownership, safe keeping and return of confidential information**

- (a) All confidential material including copies remain the absolute property of the donor.
- (b) All confidential material including copies will be securely stored by the recipient.

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- (c) Upon written demand the recipient will immediately return to the donor all confidential information and any copies thereof received by the recipient and will cause all other recipients of the confidential information to do likewise.

**4. Indemnity**

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The recipient indemnifies the donor against any loss, damage, cost or expense, whatever incurred by the donor directly or indirectly, as a result of a breach by the recipient, or other person or corporation receiving the confidential information from the recipient, of any of the terms of this deed.

**5. No assignment**

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The rights and obligations hereunder cannot be assigned by the recipient.

**6. Whole agreement**

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Each party has relied entirely on its own enquiries in entering into this deed which contains the whole agreement between them superseding all prior oral and written communications.

**7. Notices**

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A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

**8. Counterparts**

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This deed may be executed in any number of counterparts each of which will be an original, but such counterparts together will constitute one and the same instrument, and the date of the deed will be the date on which it is executed by the last party.

**9. Costs**

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Each party will pay their own costs in relation to this deed.

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## SCHEDULE

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**Execution page**

**EXECUTED AS A DEED**

<b>SIGNED SEALED &amp; DELIVERED BY</b> ) <b>RUDRA LEGAL CORPORATION PTY</b> ) <b>LTD ACN 163 240 319 TRADING AS</b> <b>LAWBANK</b> in the presence of:	..... Signature
..... Signature of witness	
..... Print name of witness	

<b>SIGNED SEALED &amp; DELIVERED BY</b> ) in the presence of: )	..... Signature
..... Signature of witness	
..... Print name of witness	