

CONFIDENTIALITY DEED

THIS DEED is made on the date shown in item 1 of the schedule
BETWEEN (LANGMANA PTY LTD)

The person/s or company/companies named at item 2 in the schedule
AND

The person/s or company/companies named in item 3 of the schedule
()

- A. The manager has developed a network of dispatch centres throughout the east coast of New South Wales , bulk purchase of vehicles and related equipment and insurance, development of a specialist computerized accounting and document management system and related ancillary benefits relevant to managing courier operations (the System)
- B. The Principal has requested the Manager to provide details of the System to enable the Principal to evaluate the possible appointment by the Principal of the Manager to provide the principal with access to the System.

Covenants

1 DEFINITIONS AND INTERPRETATION

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

1.1 " Confidential Information " means all information passing from the Manager to the Principal relating to the system prior to and from the date of the Deed including but not limited to all trade secrets, know-how, techniques, arrangements and agreements with third parties, concepts not reduced to material fond and computer software relating to or in any way connected with the System.

2 CONFIDENTIAL INFORMATION

2.1 The Principal covenants to the Manager that it shall not disclose the Confidential Information or suffer or permit it to be disclosed to any person or corporation whatsoever except with the written consent of the Manager and then only on the basis that the

confidentially of the confidential material is similarly respected in the same manner as provided in this Deed and in that case disclosure shall be made for the sole and exclusive purpose of the evaluation of the System-prior to the Principal entering into further negotiations and arrangements.

2.2 The Principal undertakes not to use or disclose the Confidential Information (except where it is so required by statute, rule, and regulation, judicial process or in, connection with any litigation to which it is a party) both during and after the evaluations except where the Confidential Information or some part of it:

- 2.2.1 at the time of its first disclosure to the Principal is in the public domain',
- 2.2.2 which after disclosure to the Principal comes into the public domain otherwise than by disclosure in breach of the terms of this Deed;
- 2.2.3 which the Principal can prove was in its possession at the time of the first disclosure to the Principal by the Manager and was not acquired directly or indirectly from the Manager; or
- 2.2.4 which the Principal received from a third party, provided that it was not received directly or indirectly from the manager in breach of art obligation of confidence owed by the third party to the Manager.

3 **CONSENT**

Without limiting the generality of clause 2, the Principal shall not:

- 3.1 use any process based on the Confidential Information without the consent in writing of the Manager: and

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3.2 use any knowledge or contact any person details of
which were obtained from the Manager; and

3.3 use or disclose to a third party any aspect of the
Confidential Information for the purpose of contacting
or contracting with any employee or client of the
Manager or third party forming part of the System.

4 RETURN OF CONFIDENTIAL INFORMATION

Subject to the terms of any further agreement between the parties and upon completion of evaluation of the System by the Principal, the Principal shall return all copies of the Confidential Information howsoever embodied or recorded at the direction of the Manager.

5 BREACH

In the event of a breach or threatened breach of the terms of this Deed by the Principal, the Manager shall be entitled to an injunction restraining the Principal from committing any breach of this Deed without showing or providing any actual damage sustained by the Manager.

6 OBLIGATIONS SHALL SURVIVE

The obligation of the Principal under this Deed shall survive the finalization or discontinuance by the Principal of its evaluation of the Confidential Information without limit as to time, subject to any further agreement between the parties which is recorded in writing.

7 CONSULTANTS AND OTHER PARTIES

7.1 The Principal shall assume responsibility for the actions of its consultants and employees who have access to the Confidential Information and shall ensure that the consultants and employees shall be similarly bound by the obligations created under this Deed.

7.2 The Principal obligations under the preceding sub clause shall extend to the Principal assuming responsibility for the actions of any subsidiary or related corporation (as defined in the Corporations Law) in respect of the Confidential Information.

8 **RIGHTS**

This Deed shall not be construed as granting to the Principal any licorice or other rights relating to the System except as expressly provided in this Deed or specifically agreed, to by the parties in writing.

9 **DAMAGES**

In addition to any other damages to which the Manager may be entitled in respect of any breach of this Deed by the Principal, the liability for damages shall extend to and include all costs and expenses of the Manager on an indemnity basis (including Solicitor and own client costs) in respect of the enforcement of this Deed or the recovery of damages by the Manager from the Principal

10 **JURISDICTION**

Provisions of this Deed shall be construed in accordance with the laws of New South Wales and the parties submit to the jurisdiction of the Courts of New South Wales.

11 **AUTHORITY**

Where this Deed is executed by a person for and on behalf of a corporation the person executing this Deed warrants that it has authority to bind the corporation to the terms of the Deed and the Principal shall provide to the Manager such further confirmation of the ratification of the terms of this Deed as the Manager shall reasonably require.

SCHEDULE

Item 1: (Date).....

Item 2: (LANGMANA P/L)

Item 3: ()

Executed as a Deed
SIGNED SEALED and DELIVERED
for and on behalf of the
Manager LANGMANA P/L in the presence of:

Signature.....

Print Name...(ROBERT. J. BARNETT).....

Executed as a Deed
SIGNED SEALED and DELIVERED
for and on behalf of the
Manager Franchisee the presence of:

Signature.....

Print Name...().....