NON-DISCLOSURE DEED

Between

The Recipient

and

JBLP Investments Co Pty Ltd trading as Sell My Childcare Centre ABN 18 680 300 163 of PO Box 122, Mosman NSW 2088 and its related bodies corporate (the **Discloser**).

BACKGROUND

A. The Discloser intends to disclose to the Recipient certain Confidential Information (as defined below) for the purpose of evaluating potential business, leasing, investment, acquisition, divestment, advisory or commercial opportunities introduced by the Discloser (the **Permitted Purpose**).

B. The Recipient acknowledges that the Confidential Information is commercially valuable, proprietary and confidential in nature.

C. The Recipient agrees to keep the Confidential Information confidential and to only use it for the Permitted Purpose on the terms and conditions set out in this Deed.

IT IS AGREED

1. Definitions

In this Deed, unless the contrary intention appears:

Business Day means a day other than a Saturday, Sunday or bank/public holiday in New South Wales.

Confidential Information means any information of the Discloser or relating to any property, lease, business, transaction or opportunity introduced by the Discloser that comes into the possession or control of the Recipient, regardless of form and whether disclosed before or after execution of this Deed, including but not limited to:

(a) financial statements, projections, forecasts and accounting information;

(b) lease agreements, incentives, commercial terms and occupancy details;

(c) operational information, staffing information, fee structures, policies and procedures;

(d) marketing information, CRM data, databases, customer information and business contacts;

(e) commercial negotiations, transaction details and proposed deal structures;

(f) intellectual property, trade secrets, strategies, concepts, know-how and processes;

(g) information relating to owners, landlords, tenants, operators, suppliers, employees, advisers or related parties;

(h) any information which is marked confidential or which ought reasonably be considered confidential;

(i) the existence of discussions or negotiations between the parties;

(j) the fact that any property, lease or business opportunity is available, on the market or under consideration; and

(k) all notes, analyses, compilations, summaries or derived materials prepared from the Confidential Information.

However, Confidential Information does not include information which:

(l) becomes publicly available other than through breach of this Deed;

(m) was lawfully known by the Recipient on a non-confidential basis prior to disclosure; or

(n) is required to be disclosed by law.

Corporations Act means the Corporations Act 2001 (Cth).

Government Agency means any government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency or entity.

Permitted Purpose means evaluating, investigating, discussing, assessing or considering any property, lease, business, investment or commercial opportunity introduced by the Discloser.

Recipient means the person electronically signing this Deed.

Representative means any director, officer, employee, contractor, adviser, financier, consultant, related entity or agent of the Recipient.

---

2. Confidentiality Obligations

The Recipient must:

(a) keep all Confidential Information strictly confidential;

(b) not disclose, copy or reproduce Confidential Information except as expressly permitted under this Deed;

(c) only use the Confidential Information for the Permitted Purpose;

(d) take all reasonable steps to protect the Confidential Information from unauthorised access, disclosure or misuse;

(e) immediately notify the Discloser of any actual or suspected unauthorised disclosure or misuse of Confidential Information;

(f) comply with any reasonable request made by the Discloser in relation to the Confidential Information;

(g) ensure all Representatives comply with the obligations contained in this Deed; and

(h) not use the Confidential Information for any commercial gain or competitive purpose outside the Permitted Purpose.

---

3. Permitted Disclosure

The Recipient may disclose Confidential Information only:

(a) to Representatives who reasonably require the information for the Permitted Purpose;

(b) where legally required under clause 5; or

(c) with the prior written consent of the Discloser.

Before disclosing Confidential Information to any Representative, the Recipient must ensure that the Representative is aware of and agrees to comply with confidentiality obligations substantially similar to those contained in this Deed.

The Recipient remains responsible for any act or omission of its Representatives.

---

4. Non-Circumvention

The Recipient acknowledges that the Discloser has introduced the Confidential Information and related opportunity.

The Recipient must not, without the prior written consent of the Discloser:

(a) directly or indirectly approach, contact, negotiate or deal with any owner, landlord, tenant, operator, business owner, employee, contractor, supplier or related party introduced through the Confidential Information other than through the Discloser;

(b) circumvent or attempt to circumvent the Discloser in relation to any transaction, opportunity or dealings connected with the Confidential Information; or

(c) use the Confidential Information to avoid payment of any commission, fee or entitlement otherwise payable to the Discloser.

---

5. Disclosure Required by Law

If the Recipient is required by law, a Government Agency, court, tribunal or stock exchange to disclose Confidential Information, the Recipient must, to the extent legally permissible:

(a) promptly notify the Discloser;

(b) consult with the Discloser regarding the proposed disclosure;

(c) only disclose the minimum Confidential Information legally required; and

(d) take all reasonable steps to ensure the Confidential Information remains confidential.

---

6. Return or Destruction of Information

Upon request by the Discloser, or upon completion of the Permitted Purpose, the Recipient must promptly:

(a) return or destroy all Confidential Information;

(b) permanently delete electronic copies of Confidential Information; and

(c) confirm compliance with this clause if requested.

The Recipient may retain copies only where required by law.

---

7. Intellectual Property

All Confidential Information remains the property of the Discloser.

Nothing in this Deed grants the Recipient any intellectual property rights or proprietary interest in the Confidential Information.

---

8. Remedies

The Recipient acknowledges that:

(a) unauthorised disclosure or misuse of Confidential Information may cause substantial and irreparable harm to the Discloser;

(b) damages alone may be an inadequate remedy; and

(c) the Discloser is entitled to seek injunctive relief, equitable relief, specific performance and any other remedy available at law or in equity.

The Recipient indemnifies and must keep indemnified the Discloser, its related entities, directors, officers, employees and agents against all claims, actions, liabilities, losses, damages, costs and expenses (including legal costs on a full indemnity basis) arising directly or indirectly from:

(d) any breach of this Deed by the Recipient or its Representatives;

(e) any unauthorised disclosure, use or reproduction of Confidential Information; or

(f) any circumvention of the Discloser in connection with a transaction or opportunity introduced by the Discloser.

9. No Commitment or Exclusivity

Nothing in this Deed:

(a) obliges either party to enter into any transaction or agreement;

(b) creates any partnership, joint venture, agency or employment relationship; or

(c) grants the Recipient exclusivity in relation to any opportunity or transaction.

---

10. Term

This Deed commences upon electronic execution and continues for a period of five (5) years from the date of execution.

Notwithstanding expiry or termination of this Deed, all confidentiality obligations, non-circumvention obligations, indemnities and rights relating to Confidential Information survive indefinitely to the extent permitted by law.

---

11. General

11.1 Governing Law

This Deed is governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

11.2 Entire Agreement

This Deed contains the entire agreement between the parties in relation to Confidential Information and supersedes all prior discussions and understandings.

11.3 Amendment

This Deed may only be amended in writing signed by both parties.

11.4 Assignment

The Recipient may not assign or transfer any rights or obligations under this Deed without the prior written consent of the Discloser.

11.5 Waiver

A failure or delay in exercising a right under this Deed does not operate as a waiver.

11.6 Severability

If any provision of this Deed is invalid or unenforceable, the remaining provisions remain in full force and effect.

11.7 Electronic Execution

The parties agree that this Deed may be electronically executed and that electronic signatures are binding and enforceable.

11.8 No Waiver

A failure or delay by the Discloser in exercising any right under this Deed does not operate as a waiver of that right.

11.9 Severability

If any provision of this Deed is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.

11.10 Entire Agreement

This Deed constitutes the entire agreement between the parties in connection with Confidential Information and supersedes all prior discussions, negotiations and understandings.

11.11 Acknowledgement

The Recipient acknowledges that:

(a) the Discloser is relying upon the Recipient strictly complying with this Deed;

(b) Confidential Information may relate to highly sensitive commercial opportunities;

(c) the Discloser may suffer significant commercial damage if Confidential Information is disclosed or misused; and

(d) the Recipient has had the opportunity to obtain independent legal advice prior to electronically signing this Deed.

ACCEPTANCE & ELECTRONIC SIGNATURE

By electronically signing this Deed, the Recipient acknowledges and agrees that:

- they have read and understood this Deed;
- they agree to be legally bound by its terms;
- they are authorised to enter into this Deed; and
- this electronic execution is valid and binding.

Electronic Signature: _____

Date: _____