

- (b) use or exploit or copy any of the Confidential Information, except strictly in accordance with the terms agreed in writing between the parties (if any).

3. POST-TERMINATION OBLIGATIONS

- 3.1 The obligations of the Recipient under clause 2 shall survive the termination of any arrangement or negotiations between the parties and no such termination shall release the Recipient from any obligations under this Deed.

4. RETURN OF DOCUMENTS

- 4.1 On the termination of any arrangement or negotiations between the parties or on demand by the Owner the Recipient shall immediately return to or hand over to the Owner all materials and documents in its possession or under its control which contain any of the Confidential Information.

5. DISCLOSURE TO EMPLOYEES

- 5.1 The Recipient may disclose Confidential Information to such of its employees or consultants whose job performance or engagement terms requires access to the Confidential Information PROVIDED THAT those employees or consultants to whom the Confidential Information has been disclosed maintain and preserve the secrecy and confidentiality of the Confidential Information and do not disclose it in breach of this agreement.
- 5.2 The Recipient is responsible for the actions of its employees or consultants who are provided with access to any of the Confidential Information under clause 5.1 and shall ensure that those employees or consultants are similarly bound by the obligations created under this deed.

6. AUTHORISED DISCLOSURE

- 6.1 This agreement does not apply to any Confidential Information that:
 - (a) is in or comes into the public domain other than as a result of a breach of this agreement;
 - (b) is lawfully acquired by the Recipient from any third party or source other than the Owner; or
 - (c) is required to be disclosed by any provision of law.

7. CONFIDENTIAL PURPOSE

- 7.1 The Owner and the Recipient agree that the purpose specified in the Schedule is confidential. Neither party shall disclose to any third party its involvement in such purpose without the written consent of the other party.

8. APPLICABLE LAW

- 8.1 This Deed shall be governed by and construed in accordance with the laws applicable in the State of **Queensland** and the parties agree to submit to the jurisdiction of the courts of that State.

9. SEVERANCE

- 9.1 The invalidity or unenforceability of any term, obligation or right arising under this agreement shall not in any way affect the remaining terms, obligations or rights. If any provision of this agreement is held to be illegal or contrary to public policy or otherwise unenforceable, such invalidity or unenforceability shall be deemed eliminated or modified to the extent which in the court's opinion it is necessary to make the remainder of the provisions enforceable.

10. WAIVER

- 10.1 A waiver of a breach or default under this Deed shall not be a waiver of any subsequent breach or default. Failure of either party to enforce compliance with any term or condition of this Deed shall not constitute a waiver of such term or condition.

SCHEDULE

OWNER: Chala Pty Ltd AT
ACN 105 356 465

ADDRESS: Suite 320,
421 Brunswick Street
Fortitude Valley Qld 4006

RECIPIENT:

ADDRESS:

PURPOSE: The Due Diligence assessment of the business of Spoon Deli Café
carried on at for
the purpose of considering the acquisition of such business.

EXECUTED as a Deed.

SIGNED by the **Owner** in accordance)
with its constitution in the presence of:)

.....
Witness

.....
Name in block letters

SIGNED by the **Recipient** in accordance)
with its constitution in the presence of:)

.....
Witness

.....
Name in block letters

or

Executed by the **Recipient** in the presence of:)

.....

.....

Witness

.....

Name in block letters