

**BETWEEN**

Greenedge Visions Pty Ltd (ACN 101 860 584 )  
ATF The Stellar Family Trust ABN 46 768 330 252 Trading as Resicert

"the Provider"

**AND**

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"Interested Party "

**CONFIDENTIALITY AND**  
**NON-DISCLOSURE AGREEMENT**

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THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2011

**BETWEEN:** Greenedge Visions Pty Ltd (ACN 101 860 584 )  
ATF The Stellar Family Trust ABN 46 768 330 252 Trading as Resicert

("the Provider")

**AND:** \_\_\_\_\_

Of

\_\_\_\_\_  
("the Interested Party")

**BACKGROUND:**

- A. The Provider and related entities are the owners of goodwill which includes a valuable client database and a license to use products, systems and support relating to the property inspection industry ("the Business").
- B. The Provider wishes to make certain disclosures, information and proposals to the Interested Party concerning the business of the Interested Party ("the Proposal"). During the course of discussion about the Proposal the Provider may disclose certain information about the Provider, related entities, the business and matters within the exclusive knowledge of the Provider which is confidential to the Provider.
- C. The parties intend to protect the Provider against the intentional or unintentional disclosure of any of the confidential information of the Business and within the knowledge of the Provider.
- D. The Provider is willing to disclose to the Interested Party the confidential information on the terms and conditions set out in this Agreement.

**OPERATIVE PARTS:**

In consideration of the Provider disclosing the Confidential Information to the Interested Party the Interested Party agrees as follows:

1. The recitals set out above form part of this Agreement.
2. The Interested Party acknowledges that the Confidential Information is a valuable proprietary asset of the Provider, the design and development and acquisition of which involved the expenditure of substantial sums of money, the use of expert skills over a long period of time, and exposure to commercial risk of damage to the Business.
3. In this Agreement:
  - 3.1 Confidential information includes:
    - 3.1.1 The systems, processes, intellectual property, and other information of the Provider and related entities.
    - 3.1.2 Minutes of any meeting of the parties relating to the Proposal.
    - 3.1.3 Information provided by one party to the Interested Party relating to or in connection with the Business, or within the knowledge of the Provider including the minutes of any meeting which records discussion of those matters.
    - 3.1.4 Information emanating from or belonging to the Provider or related entities which the Interested Party acquires during discussion or correspondence between the parties and related to or connected with the Proposal.
    - 3.1.5 All information disclosed to the Interested Party by either of the Provider and made known to the Interested Party during the course of or for the purposes of the evaluation of the Proposal by the Interested Party.
    - 3.1.6 All information concerning:
      - 3.1.6.1 The operations and dealings of the Provider and related entities, the Business or the shareholders and unitholders of the Provider;
      - 3.1.6.2 The organisation, finance, customers, markets, suppliers, intellectual property and know how of the Provider, the shareholders of the Provider and related body corporate of the Provider;
      - 3.1.6.3 The affairs, businesses, sales, marketing or promotional information of the Provider and related entities.
  - 3.2 Words importing the singular include the plural and vice versa.

4. The Interested Party agrees that disclosure by the Provider of any of the Confidential Information, whether written or oral or in machine readable form, is made in the strictest confidence and that:
- 4.1 The Interested Party will use its best endeavours to maintain the Confidential Information as confidential and secret.
  - 4.2 The Interested Party shall not print or copy in whole or in any part any documents or magnetic media containing any of the Confidential Information without the prior written consent of the Provider.
  - 4.3 The Interested Party shall not disclose the Confidential Information to any entity outside of the Interested Party without the prior written consent of the Provider.
  - 4.4 The confidential information will remain the property of the Provider.
  - 4.5 The Interested Party shall not otherwise use or dispose of the confidential information except with the prior written consent of the Provider and such consent may be withheld for any reason or no reason and may be granted upon such terms and conditions as the Provider may establish from time to time at its sole discretion.
  - 4.6 The Interested Party will be an remain responsible for the unauthorised disclosure of the confidential information by its related entities and other people under its control.
5. If the Interested Party is uncertain as to whether any information is Confidential Information, the Interested Party will treat the information as if it were Confidential Information and has not been in the public domain unless and until the Provider agrees in writing that the information is in the public domain.
6. The Interested Party will not be bound to keep confidential any information if and to the extent that:
- 6.1 The information is, or becomes part of the public domain otherwise than by breach of this Agreement by the Interested Party;
  - 6.2 The information is required to be disclosed by the operation of any law, stock exchange, judicial or parliamentary body or governmental agency, however only be to the minimum extent necessary to satisfy this requirement;
  - 6.3 The Provider has authorised in writing the disclosure of the information.
7. The Interested Party will use its best endeavours to ensure its employees and professional advisers comply with the terms of this Agreement.
8. The Interested Party provides a general indemnity in favour of the Provider to indemnify for any losses occasioned or suffered by the Provider as a result of the breach of this agreement by the Interested Party, which includes any legal costs incurred.
9. If during the discussions on the Business the Interested Party suggests any changes or modifications or improvements to the Confidential Information, it is deemed that any such matters become part of the confidential information that belongs to the Provider and will

automatically be assigned and transferred to the Provider without any further documentation being required.

10. The Interested Party agrees that in the event of a breach by the Interested Party of the provisions of this Agreement the Provider will have no adequate immediate remedy in money or damages and accordingly shall be entitled to an injunction against such breach in addition to any other remedies it may have at law and in equity.
11. The Interested Party will, upon the written request of the Provider, at its own expense, deliver to the Provider all records and materials (and copies of those records and materials) containing or embodying the Confidential Information that are in the possession of the Interested Party, its employees and any person to whom the Interested Party has disclosed all or any of the Confidential Information.
12. The Interested Party warrants that the person signing this Agreement on its behalf is duly authorised to do so and in so signing shall bind the Interested Party under this Agreement.
13. The Interested Party may not assign or transfer the rights and obligations which have been granted to the Interested Party under this Agreement.
14. The obligations of the Interested Party under this Agreement shall survive the finalisation or discontinuance by the Interested Party of its evaluation of the Confidential Information, the Proposal, or the Business.
15. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, then that provision shall be deemed to be severed from this Agreement without in any way affecting the validity or enforceability of any of the remaining provisions, which shall be construed with such additions, deletions and modifications of language as shall be necessary to enable it to be given effect after severance.
16. No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party waiving the right, which notice shall not extend to any subsequent breach of this Agreement by the other party. A party does not waive its rights under this Agreement because it grants an extension or forbearance to the other party.
17. The Interested Party agrees that the validity construction and performance of this Agreement is governed by the laws of Western Australia and each of the parties submits to the non-exclusive jurisdiction of the courts of that state and to courts empowered to hear appeals from those courts.

**EXECUTED BY THE INTERESTED PARTY AS FOLLOWS:**

EXECUTED by \_\_\_\_\_ )  
 )  
in accordance with its Constitution )

Or

SIGNED by \_\_\_\_\_ )  
 )  
 )  
\_\_\_\_\_ )  
in the presence of:

Witness