

Confidentiality Deed

Date

Parties

1.

2. Interstate Transport Pty Ltd (Fred's Transport Pty Ltd) ACN 124 185 575

It is agreed as follows.

1. Definitions

Confidential Information means and includes all confidential and property information which may be disclosed by Interstate Transport to the Recipient for the Permitted Purpose whether in oral, visual or written form, including:

- (a) All technical information and know-how of Interstate Transport
- (b) Information relating to the business affairs of Interstate Transport
- (c) All payment information agreed to by Interstate Transport
- (d) All other information belonging to Interstate Transport which is by its nature is confidential;

But does not include information which the Recipient can show

- (a) Either is or becomes available to the public other than as a result of unauthorised disclosure by the Recipient;
- (b) At the time of receipt is already in the possession of the Recipient or becomes lawfully available to the Recipient on a non-confidential basis from a third party entitled to make that disclosure; or
- (c) Was independently developed by the Recipient without benefit of the Confidential Information of Interstate Transport.

Permitted Purpose means the purpose for which the Confidential Information is disclosed by described in the Annexure to this Deed.

2. Confidentiality

2.1 The recipient cannot, unless specifically authorised in this Deed or by Interstate transport:

- (a) Disclose any Confidential Information of Interstate Transport

Confidentiality Deed

- (b) Make use of any Confidential Information of for any purpose other than for the Permitted Purpose.

2.2 The Recipient will:

- (a) Prevent unauthorised use, reproduction or disclosure of the Confidential Information of Interstate Transport, by its personnel, employees, permitted affiliates and delegates;
- (b) Restrict the disclosure of the Confidential Information of Interstate Transport to only those employees, permitted affiliates and delegates who require the Confidential Information for the Permitted Purpose or fulfilling the Recipient's obligations under this Deed; and
- (c) Not make, assist or permit any person (including its representatives) to make any unauthorised use, disclosure or reproduction of it.

2.3 All Confidential Information whether in permanent or magnetic/computer disk form or any other form will be returned to within 21 days upon the request of Interstate Transport.

3. Ownership and liability

3.1 Ownership of Confidential Information

Reserves all rights in the Confidential Information and no rights or obligations other than those expressly contained in this Deed are granted or to be implied from this Deed. The Recipient acknowledges that the Confidential Information and all intellectual property rights in the Confidential Information (including copyright, design and patent rights) are the exclusive property of and will remain the exclusive property of Interstate Transport.

3.2 **Acknowledgment** The Recipient acknowledges that Interstate Transport makes no representation or warranty as to the accuracy of completeness of the Confidential Information except that the Confidential Information has been disclosed by Interstate Transport to the Recipient in good faith

3.3 Disclaimer

Interstate Transport Will not be liable in any way for any loss of any kind including, without limiting the generality of the foregoing, damages, costs, interests, loss of profits or special loss or damage, arising from any error, inaccuracy, incompleteness or other similar defect in the Confidential Information

3.4 Legal proceedings

The Recipient must not bring or institute any legal proceedings in contract, in tort, for breach of statutory duty or otherwise against Interstate Transport in respect of the Confidential Information provided to it by

Confidentiality Deed

Annexure

1. The Permitted Purpose is to evaluate the revenue derived from cost data provided to the recipient by Interstate Transport for potential transport services as a Tow Haulier.

EXECUTED and acknowledged by the parties as a legally binding deed by:

Executed by Interstate Transport Pty Ltd

Dated: _____

Signature of Authorised Officer

Signature of Witness

Name

Name

Executed by _____

Signature

Signature of Witness

Name

Name

Dated: _____

