

## Confidentiality Agreement

This agreement is made on the .....<sup>th</sup> day of ..... 20.....

Between:

Telco Antennas Pty Ltd (Telco), ABN: 30 145 543 951; Roebuck Street, Hemmant, Queensland, 4174 and any associated, subsidiary or parent companies or entities from time to time considered to part of Telco Antennas Pty Ltd.

("Telco")

And:

(Insert Company Name & Details)

.....  
.....  
.....  
.....

.....  
(Insert Company Abbreviation)

### Recitals

- A. Telco is proposing to undertake discussions with .....(Company Abbrev) or with a view to the possibility of Telco engaging .....(Company Abbrev) as a Subcontractor and/or Consultant for the .....  
.....  
.....
- B. The Parties acknowledge that, in connection with the Proposal, Confidential Information may be disclosed to .....(Company Abbrev). .....(Company Abbrev) acknowledges that in respect to the receipt, storage and transmittal of the Confidential Information, .....(Company Abbrev) is bound by the provisions of any Confidentiality Agreement entered into by Telco.
- C. The Parties acknowledge that, in connection with the Proposal, Confidential Information belonging to Telco may be disclosed to .....(Company Abbrev) and .....(Company Abbrev) acknowledges the desire and right of Telco to protect its Confidential Information.

## Operative

### 1 Definitions & Interpretation

#### 1.1 Definitions

In this agreement:

"*Confidential Information*" means any information of Telco, whether written, oral or in any other form, which could reasonably be regarded as confidential and which is:

1.1.1 disclosed or communicated whether directly or indirectly by Telco to .....(Company Abbrev); or

1.1.2 created, ascertained, discovered or derived by .....(Company Abbrev) (or its employees or agents), whether directly or indirectly, from any such information of Telco that is disclosed or communicated by or on behalf of the Telco to .....(Company Abbrev).

".....(Company Abbrev)" means .....(Company Abbrev), or anyone (or any entity) associated or connected with it either directly or indirectly.

"*Telco*" means Telco Antennas Pty Ltd, any associated, subsidiary or parent companies or entities from time to time considered to be part of Telco Antennas Pty Ltd, together with all employees, agents of Telco Antennas Pty Ltd or other representatives thereof.

"*Party*" means Telco on the one hand and .....(Company Abbrev) on the other.

"*Proposal*" means the proposal referred to in Recital A.

#### 1.2 Interpretation

In this Agreement, unless the context indicates otherwise:-

1.2.1 headings are for convenience only and do not affect interpretation;

1.2.2 the singular includes the plural and vice versa; and

1.2.3 a reference to a party includes that party's administrators, successors, substitutes and assigns, including any entity taking by way of novation.

### 2 Confidential Information

2.1 .....(Company Abbrev) agrees that the Confidential Information of Telco remains at all times the exclusive property of Telco and that it will at all times keep secret and maintain the confidentiality of that Confidential Information.

2.2 Except when it is required by law to do so or except in the circumstances set out in clause 2.5, .....(Company Abbrev) agrees that, in relation to the Confidential Information of Telco, it will not at any time without Telco's prior written consent, directly or indirectly, whether on its own behalf or on behalf of any other person:

- 2.2.1 disclose or allow or be a party to the disclosure of the Confidential Information or allow or permit the unauthorised use of the Confidential Information; or
- 2.2.2 use or allow the use of the Confidential Information for any purpose other than for the purpose referred to in Recital A.
- 2.3 .....(Company Abbrev) agrees, in relation to the Confidential Information of Telco, that:
  - 2.3.1 it will only allow access to the Confidential Information to its agents, representatives or advisers who are reasonably required to have access to it for the sole purposes of the Proposal;
  - 2.3.2 before any of its agents, representatives or advisers have access to the Confidential Information, it will advise those persons of the confidentiality of the Confidential Information;
  - 2.3.3 it will take, at its sole expense, all reasonable, proper and adequate precautions, safeguards and security controls at all times to protect against unauthorised disclosure of the Confidential Information, including to protect against unauthorised disclosure by its agents, representatives and advisers;
  - 2.3.4 on the request of Telco, it will return to Telco all Confidential Information in its possession or control and its agents (and all copies of such information).
- 2.4 In the event that the Parties do not enter into a written agreement in relation to the Proposal before ..... 20....., .....(Company Abbrev) will return to Telco all Confidential Information in its possession or control and its agents, representatives and advisers (and all copies of such information).
- 2.5 The restrictions in clause 2.1 to 2.3 do not apply to the Confidential Information of Telco:
  - 2.5.1 that is lawfully in the public domain or which, without fault on the part of .....(Company Abbrev), comes into the public domain; or
  - 2.5.2 that was lawfully known by .....(Company Abbrev) prior to the date on which the information was first supplied to .....(Company Abbrev); or
  - 2.5.3 where Telco has agreed in writing to disclosure to a third party.

### 3 Injunctive Relief & Indemnity

- 3.1 .....(Company Abbrev) acknowledges that Telco may obtain any injunctive relief against it (or any agents, etc) or specific performance of its obligations or both for any breach of this Agreement without proof of actual damage.
- 3.2 .....(Company Abbrev) agrees to indemnify and to keep indemnified Telco from and against all costs, damages, losses and expenses whatsoever which Telco may suffer or incur, directly or indirectly, by reason of or which is contributed to by the disclosure of any Confidential Information by .....(Company Abbrev) and/or its agents in breach of this Agreement.

#### 4 Term of this Agreement

4.1 This Agreement starts on the date of this Agreement and continues until the first to occur of:

4.1.1 A contract being entered into by the Parties in relation to the Proposal (which will contain replacement confidentiality provisions);

4.1.2 ..... 20.....

#### 5 Miscellaneous

##### 5.1 Waiver

No waiver by a Party of any breach of this Agreement is effective unless in writing and signed by that Party. Unless otherwise expressly provided, the extent of any waiver granted is restricted to the specific breach concerned and does not extend to any further occurrence of the breach.

##### 5.2 Stamp Duty

Each Party will pay (in equal shares) all stamp duty which may be payable in connection with the execution, delivery, performance or enforcement of this Agreement.

##### 5.3 Governing Law

This Agreement is governed by and construed in accordance with the laws of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the State of Queensland.

5.4 The provisions of this Agreement shall apply to the Parties throughout the world.

Executed as an Agreement

Signed by (insert name of  
authorised person signing) for  
and behalf of

Telco Antennas Pty Ltd (Telco),  
ABN 30 145 532 951 of  
1 Roebuck Street, Hemmant,  
Queensland 4174.

In accordance with Section 126  
of the *Corporations Law*

SIGNED by (insert name of  
company)

In accordance with Section 127  
of the *Corporations Law*