

Mutual Confidentiality Agreement

WEALTH TODAY PTY LTD
ACN 133 393 263

ACN

This agreement is made on _____

Parties:

A **Wealth Today Pty Ltd** ACN 133 393 263 of Level 11, 95 Pitt Street Sydney NSW 2000 (**WTD**); and

B _____

ACN _____

Of _____ (**the Company**).

Recitals

- 1 The parties to this Agreement wish to share information and hold discussions with a view to considering strategic options (**Discussions**).
- 2 The parties may disclose Confidential Information to each other to assist in the Discussions and, if appropriate, to enable the parties to enter further contractual arrangements regarding the subject matter of the Discussions (**Purpose of Disclosure**).
- 3 In consideration of the disclosure of Confidential Information by each party during the Discussions, each party has agreed to keep all Confidential Information of the other party confidential in accordance with the terms of this Agreement.

It is as follows:

1 Interpretations

1.1 Definitions

In this document:

Agreement means this document.

Associated Persons of a party means all of the companies which are related bodies corporate (within the meaning of the Corporations Act) of the party and all of the officers, employees, agents and advisers of the party and its related bodies corporate, and in the case of the Company, shall also include its associated entities, joint venture interests, franchisees and licensees.

Business Day means a day that is not a Saturday, Sunday nor any other day which is a public holiday in Sydney, New South Wales.

Confidential Information of a party means all confidential information of or relating to that party or any of that party's Associated Persons including, without limitation:

- (a) all discussions, information and data exchanged between the parties relating to the Purpose of Disclosure, including the terms of any such proposed or actual relationship and the fact that the parties are engaging in the Discussions;
- (b) the terms of this Agreement;
- (c) financial information, including, without limitation, details of the assets, liabilities, budgets and costs of that party or its Associated Persons;
- (d) information concerning suppliers and customers and other trade secrets, ideas, concepts and confidential know-how of that party or its Associated Persons;

- (e) information concerning the business of that party or its Associated persons including, without limitation, details of past, present or future business plans, operations or affairs of that party or its Associated Persons;
- (f) any information generated by the Recipient or its Associated Persons or derived from confidential information made available to the Recipient by the Disclosing Party or the Disclosing Party's Associated Persons;
- (g) information developed by the parties or any of them or their advisers in the course of the Discussions and in structuring the relationship between the parties including corporate, financial or taxation analysis, reports, data, valuations and forecasts; and
- (h) any other information or material about or pertaining to a party's business or affairs, and which is of a confidential or sensitive nature, which is marked or denoted as being confidential or which a reasonable person to whom that information is disclosed, or to whose knowledge that information otherwise comes, would consider confidential,

but excludes any information which:

- (i) is or becomes generally available to the public other than as a result of breach of this Agreement or an obligation of confidence by the Recipient or by any of the Recipient's Associated Persons; or
- (j) is or was known to the Recipient or any of its Associated Persons on a non-confidential basis before the Recipient received the confidential information from the Disclosing Party; or
- (k) is or becomes available to the Recipient or any of its Associated Persons on a non-confidential basis from another person who, having regard to all relevant circumstances including the nature of the information disclosed by that person and any connection, whether past or present, between that person and the Disclosing Party or any of its Associated Persons, could reasonably be regarded as having been entitled to make such disclosure; or
- (l) is specifically exempted by the Disclosing Party in writing; or
- (m) has been independently acquired or developed by the Recipient or its Associated Persons without violating any of the obligations under this Agreement or any other obligations of confidence and without the use of any confidential information provided by the Disclosing Party.

Disclosing Party means:

- (a) WTD and its related bodies corporate, if the reference is to Confidential Information of WTD; or
- (b) the Company and its related bodies corporate, if the reference is to Confidential Information of the Company.

Intellectual Property means copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs and patents, circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Purpose of Disclosure means the purpose referred to in Recital B.

Recipient means:

- (a) the Company, if the reference is to Confidential Information of WTD; or
- (b) WTD, if the reference is to Confidential Information of the Company.

Third Party means any person other than the Disclosing Party, the Recipient or any of their Associated Persons.

1.2 Interpretation

In this Agreement, unless expressed to the contrary:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission.

2 Confidentiality Obligations

2.1 Maintain confidentiality

In consideration of the Disclosing Party making available Confidential Information to the Recipient, the Recipient agrees, subject to clause 2.3, to:

- (a) use the Disclosing Party's Confidential Information solely for the Purpose of Disclosure; and
- (b) keep the Disclosing Party's Confidential Information confidential.

2.2 Copies and transmission

Subject to clause 2.3, the Recipient agrees that it will not, without the prior written consent of the Disclosing Party:

- (a) make, or allow to be made, copies or extracts of any part of the Disclosing Party's Confidential Information; or
- (b) transmit or permit the transmission of, by telecommunication (including facsimile) or by any other means, any Confidential Information of the Disclosing Party to any person other than as permitted by this Agreement.

2.3 Permitted disclosure

The Recipient may only disclose Confidential Information of the Disclosing Party in the following circumstances:

- (a) to any of its Associated Persons, if, and only if:
 - (i) that Associated Person needs to know that Confidential Information for the Purpose of Disclosure; and
 - (ii) the Associated Person is subject to a statutory, professional or contractual duty to the Recipient that prohibits disclosure or unauthorised use of the Confidential Information,and the Associated Persons have been directed or otherwise notified that the Disclosing Party's Confidential Information must be kept confidential; or
- (b) subject to clause 3, if disclosure is required by law, court order or the requirement of any regulatory body.

3 Compulsory Disclosure

If the Recipient is or may be required by law, court order or the requirement of any regulatory body (including pursuant to the rules of a stock exchange) to disclose any of the Confidential Information provided to the Recipient, the Recipient must:

- (a) to the extent legally permissible, immediately notify the Disclosing Party in writing of the requirement;
- (b) to the extent practicable, give the Disclosing Party a reasonable opportunity to take steps it considers appropriate to protect the Confidential Information and provide reasonable assistance to the Disclosing Party;
- (c) to the extent practicable, provide the Disclosing Party with all reasonable assistance and co-operation which the Disclosing Party considers necessary to prevent the disclosure of the Confidential Information; and
- (d) to the extent practicable, only disclose that portion of the Confidential Information which is required to be disclosed and will use its best endeavours to obtain confirmation that confidential treatment will be given to the Confidential Information so disclosed.

4 Security Arrangements

The Recipient will take reasonable steps to implement procedures to safeguard the confidentiality of the Disclosing Party's Confidential Information and to secure the Confidential Information against theft, loss, damage and unauthorised access, use and disclosure. The Recipient will notify the Disclosing Party of any actual or suspected unauthorised disclosure or

use of the Confidential Information and will promptly do anything reasonably required by the Disclosing Party to prevent or restrain a breach or suspected breach of this Agreement or any infringement or suspected infringement of the Disclosing Party's rights arising out of this Agreement by any person whether by court proceedings or otherwise.

5 Account

5.1 Recipient's accountability

The Recipient acknowledges that any breach of this Agreement may result in the Disclosing Party suffering damage and that damages may not be a sufficient remedy. The Recipient further acknowledges that the Disclosing Party may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by a Recipient, in addition to any other remedies available to the Disclosing Party at law, in equity or otherwise under this Agreement.

5.2 Disclosing Party's accountability

The Disclosing Party must take all reasonable steps to mitigate any loss or damage it may sustain or incur as a result of the Recipient's breach of this Agreement or any act or omission by any of the Recipient's Associated Persons.

5.3 Mutual accountability

If, in contravention of this Agreement, the Recipient or an Associated Person of the Recipient uses, or grants access to, discloses to or permits any Third Party to use, any Confidential Information of the Disclosing Party, any and all profit, other rights or benefits accruing to the Recipient, any of its Associated Persons or any Third Party as a consequence are to the account of and are to be held on trust for the Disclosing Party by the Recipient or are payable by the Recipient to the Disclosing Party as if held on trust by that Associated Person or Third Party for the Disclosing Party.

6 Breach

The Recipient must:

- (a) notify the Disclosing Party immediately if it becomes aware of a suspected or actual breach of this Agreement; and
- (b) take all reasonable steps, at its own expense, to prevent or stop the suspected or actual breach.

7 Return of confidential information

Upon request by the Disclosing Party or discontinuation of the Discussions, the Recipient will, at its election, do one of the following:

- (a) return to the Disclosing Party; or
- (b) destroy and certify to the Disclosing Party the destruction of; or
- (c) destroy and permit an employee of the Disclosing Party to witness the destruction of,

all the Disclosing Party's Confidential Information, stored in any medium, in the Recipient's possession or control (including the original medium, copies of that part or notes and other records prepared by the Recipient based on or incorporating any Confidential Information) other than one copy of any notes and other records that a Recipient is required by law

to retain. The return of the documents or other materials does not release the Recipient or its Associated Persons from their obligations under this Agreement.

8 Associated persons

Clause 5 is intended to benefit and is to be interpreted as benefiting all of the Associated Persons of the Disclosing Party and to be enforceable by each of the Associated Persons of the Disclosing Party against the Recipient accordingly. To that extent, the Recipient acknowledges and agrees that it has entered into this Agreement in favour of the Disclosing Party on behalf of the Disclosing Party and on behalf of all of the Associated Persons of the Disclosing Party.

9 Term and termination

9.1 Term

This Agreement will have a term of 24 months from the date of its execution.

9.2 Termination

The parties may mutually agree to terminate this Agreement at any time.

9.3 Consequences of Termination

On termination of this Agreement:

- (a) the Recipient's right to use the Disclosing Party's Confidential Information will cease; and
- (b) any request by the Disclosing Party made in accordance with clause 7 must be complied with.

Termination of this Agreement does not affect any accrued rights or remedies any party may have and these rights survive indefinitely despite compliance with a request under clause 7.

10 Rights in confidential information and intellectual property

10.1 Confidential Information

The Disclosing Party reserves all rights in the Confidential Information. No rights or obligations in favour of the Recipient or its Associated Persons, other than those expressly contained in this Agreement, are granted or to be implied from this Agreement.

10.2 Intellectual Property

- (a) the Recipient acknowledges that all Intellectual Property in the Confidential Information is owned by the Disclosing Party. The Recipient has not acquired and will not acquire by reason of this Agreement or otherwise, any right, title or interest in or under any Intellectual Property in or connected to the Confidential Information. For the avoidance of doubt, this Agreement does not grant to the Recipient, its Associated Persons or any other person, any express or implied licence under any patent, invention, discovery, copyright or other Intellectual Property now or in the future held, made, obtained or licensable by the Disclosing Party or its Associated Persons; and
- (b) the Recipient acknowledges that the Confidential Information and all Intellectual Property in the Confidential Information, or arising as a result of the disclosure of the Confidential Information by the Disclosing Party to, the Recipient, are the exclusive property of and will remain the exclusive property of the Disclosing Party and the

Recipient will do all things and execute all documents necessary to vest those rights in the Disclosing the Party.

10.3 Acknowledgement

For the avoidance of doubt, the Recipient and the Disclosing Party acknowledge, that any evaluation, analysis or reports containing or utilising 'Confidential Information' do not under any circumstances need to be disclosed or provided by a Recipient to a Disclosing Party. However, the Recipient's obligations of confidentiality under this Agreement apply in respect of such evaluation, analysis or reports.

11 Notices

11.1 Requirement for Notice

A notice, approval, consent, instruction or other communication (Communication) in connection with this Agreement:

- (a) must be in writing;
- (b) must be marked for the attention of the person set out below; and
- (c) must be:
 - (i) left at the address of the addressee;
 - (ii) sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the street address of the addressee;
 - (iii) sent by e-mail to the e-mail address of the addressee,
 - (iv) where the street address and e-mail address of each addressee are those specified in this clause, or if the addressee notifies another street address or e-mail address, then that address or e-mail address.

WTD

Attention: Keith Cullen
Address: Level 11, 95 Pitt Street Sydney NSW 2000
E-mail: keith.cullen@wealthtoday.com.au

Company

Attention: _____
Address: _____
E-mail: _____

A communication takes effect from the time it is received unless a later time is specified in it.

11.2 Receipt of Notice

A communication is taken to be received:

- (a) in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting; and

- (b) in the case of e-mail, when it is delivered to a system from which the addressee can retrieve it.

12 Miscellaneous

12.1 Cumulative rights

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law and in equity or professional custom or usage independently of this Agreement.

12.2 Rights, powers and remedies

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that, or of any other, right, power or remedy. Failure by a party to exercise, or delay by a party in exercising, a right, power or remedy does not prevent that right, power or remedy from being exercised.

12.3 Waiver

A right created under this Agreement may not be waived except in writing signed by the party granting the waiver.

12.4 Variation

This Agreement may not be varied except in writing signed by the parties.

12.5 Consent

Any party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.

12.6 Survival and merger

The obligations of confidence imposed by this Agreement are continuing obligations which will survive the termination of this Agreement.

12.7 Governing law

This Agreement is governed by the law in force in New South Wales, Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them.

12.8 Relationship of the parties

The entry into this Agreement creates no:

- (a) commitment or obligation on the part of either party to enter into a binding agreement concerning a commercial or strategic relationship between them other than that referred to in Recital A (if any); or
- (b) form of partnership or joint venture between the parties other than that referred to in Recital A (if any).

12.9 Assignment

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

12.10 Entire agreement

This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

12.11 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one agreement.

12.12 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this Agreement and refrain from doing anything that might hinder the performance of this Agreement.

12.13 Severability

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction and the remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy **EXECUTED** by the parties as an Agreement.

Executed by **Wealth Today Pty Ltd, ACN 133 393 263**)
 in accordance with s127 of the Corporations Act)
 2001:)
)

 Signature of Director

 Signature of Director/Secretary

 Print Name

 Print Name

Executed by _____)
)
ACN _____)
 in accordance with s127 of the Corporations Act)
 2001:)

 Signature of Director

 Signature of Director/Secretary

 Print Name

 Print Name