

**TISHER LINER FC LAW**

# Non-Disclosure and Restraint Deed

**This Deed is made between**

**CDM Solutions Services Pty. Ltd. (ACN 627 375 133)  
("the Recipient")**

**and**

**The Discloser**

# Non-Disclosure and Restraint Deed

**This deed** is made on:

## Parties

- 1 The subscriber to CDM Solutions Services Pty Ltd (the **Discloser**).
- 2 **CDM Solutions Services Pty Ltd ACN 627 375 133 of 1/27 Leaburn Avenue Caulfield North Victoria 3161** (the **Recipient**).

## Recitals

- A The Discloser has subscribed or will subscribe to the Recipient's platform to receive services in relation to its financial advisory (or similar) business.
- B The Discloser may provide Confidential Information to the Recipient for the Permitted Purpose.
- C In consideration of the Discloser engaging with the Recipient for the Permitted Purpose, the Recipient agrees to treat the Confidential Information as confidential on the terms and conditions set out below.

**It is agreed** as follows.

- 1 **Confidential Information** means information about the Discloser's clients and all information of the Discloser, in any form including but not limited to physical, written, digital and oral information, which is disclosed to or otherwise comes to be known by the Recipient, whether before or after the date of this deed. This includes but is not limited to technical, market, business or financial information, client, customer or project lists or information, business or marketing plans, projections, databases, processes, procedures, programs, arrangements with other entities, services, products, any registered or unregistered trademarks, trade secrets, information of a commercially sensitive nature, any document prepared by the Recipient based on or incorporating any such information and all copies of such information and other records made.

**Permitted Purpose** means the provision of the Services by the Recipient to the Discloser.

**Services** means the services that are provided by the Recipient to the Discloser through the Recipient's platform in relation to the Discloser's financial advisory (or similar) business.

- 2 The Recipient, its officers, employees, agents, related bodies corporate and subsidiaries must:
  - (a) not use the Confidential Information for any purpose other than the performance of its obligations under this deed and the Permitted Purpose;
  - (b) keep all Confidential Information under the Recipient's control;
  - (c) keep the Confidential Information secret and confidential and take all steps necessary to keep all Confidential Information confidential;
  - (d) not disclose the Confidential Information to any person other than the Recipient's employees, consultants, directors or officers, who are required to receive and consider the Confidential Information in the course of performing its obligations under this deed;

- (e) only copy the Confidential Information to the extent required for the Permitted Purpose;
- (f) ensure that each authorised person to whom the Confidential Information has been disclosed, complies with the obligations of the Recipient under this clause;
- (g) not disclose the Confidential Information to any person (including any person to whom the Recipient may otherwise disclose the Confidential Information), if the Discloser objects to the disclosure of the Confidential Information to that person;
- (h) ensure that proper and secure storage is provided for the Confidential Information while in the possession or under the control of the Recipient;
- (i) take all precautions necessary to prevent accidental disclosure of the Confidential Information;
- (j) not expressly or impliedly disclose the existence of the Confidential Information;
- (k) immediately notify the Discloser in writing if any person has disclosed, or is suspected by the Recipient of disclosing or intending to disclose, any Confidential Information to any other person otherwise than in accordance with this clause; and
- (l) not without the Discloser's written consent, contact any client of the Discloser, except:
  - (i) to the extent that the Recipient had a relationship with that client prior to this deed being entered into or the client becoming a client of the Discloser (whichever is later); or
  - (ii) where the third party is introduced to the Recipient by an independent third party without any breach of any obligation of confidentiality; or
  - (iii) where the client initiates contact with the Recipient, subject to the contact not arising out of or relating to the Confidential Information;
- (m) provide any financial advisory services to the Discloser's clients where information about such clients has been provided to the Recipient in relation to the Services but only while such clients remain a client of the Discloser and except to the extent that the Recipient had a relationship with that client prior to this deed being entered into or the client becoming a client of the Discloser (whichever is later);
- (n) immediately on request by the Discloser, return or destroy all copies of the Confidential Information; and
- (o) not commercialise the Confidential Information or any part of it in any way, or use part or all of the Confidential Information for their own benefit or for the benefit of any of their businesses in any way.

3 The obligations in this Agreement do not apply to any Confidential Information which the Recipient can prove:

- (a) is in, or comes into, the public domain other than by a breach of this deed;
- (b) was lawfully in its possession prior to disclosure by the Discloser;
- (c) was received from a third party who is not under an obligation to the Discloser to maintain the Confidential Information in confidence and who legitimately obtained the Confidential Information; or

(d) subject to clause 4, it is required to disclose in order to enforce this deed or under law or a binding order of a governmental agency or court.

4 If the Recipient wishes to rely on clause 3(d), it must:

(a) inform the Discloser of the required disclosure in advance to enable the Discloser to have a reasonable opportunity to object to the required disclosure; and

(b) use all reasonable efforts to obtain confidential treatment of such Confidential Information required to be disclosed.

5 The Recipient acknowledges that:

(a) the Discloser owns the Confidential Information and all rights (including intellectual property rights) in it; and

(b) the Discloser reserves all rights in the Confidential Information. No rights in the Confidential Information, other than those expressly contained in this deed, are granted or to be implied from this deed. In particular, no licence is granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right now or in the future held, made, obtained or licensable by the Discloser.

6 The Recipient further acknowledges that:

(a) the value of the Confidential Information to the Discloser is unique and difficult to assess in monetary terms;

(b) a breach by the Recipient of any of its obligations under this deed would irreparably harm the Discloser and damages would not be an adequate remedy for any such breach; and

(c) if the Recipient actually breaches or threatens to breach this deed, the Discloser will be entitled to enforce this deed by injunctive relief or specific performance as a remedy (in addition to other available relief) without proof of actual or special damage.

7 This deed contains the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

8 This deed may be amended only by another agreement executed by both parties.

9 The Recipient's obligations in this deed shall survive any termination of this deed and will continue indefinitely in respect of each item of Confidential Information.

10 This deed shall continue while the Services are provided or until terminated by the Discloser in writing. The Discloser may terminate this deed and the Recipient's rights to use the Confidential Information at any time with immediate effect by giving written notice to the Recipient. On such termination, the Recipient must immediately, at the Discloser's request and option:

(a) return to the Discloser;

(b) destroy and certify in writing to the Discloser the destruction of; or

(c) destroy and permit the Discloser to witness the destruction of;

all Confidential Information then in the Recipient's possession, custody or control.

11 A party may not assign any of its rights or obligations under this deed without the written consent of the other party.

- 12 This deed is governed by the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.
- 13 This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**EXECUTED AS A DEED:**

**EXECUTED** by **CDM Solutions Services Pty** )  
**Ltd (ACN 627 375 133)** in accordance with )  
section 127(1) of the Corporations Act )  
2001:



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Sole director and secretary

Katriel Warlow-Shill

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Name (please print)