

NON-DISCLOSURE AGREEMENT

DATED:

PARTIES

1 ERSKINE & OWEN LIMITED (Disclosing Party)

2 [_____] (Recipient)

_____ Address

_____ Email Address

_____ Contact Phone Number

BACKGROUND

The Disclosing Party have agreed to disclose Confidential Information to the Recipient and its employees, directors and advisers (**Representatives**) to assist the Recipient in evaluating a property investment proposal as described in the 497 Frankton – Ladies Mile Property Syndicate Information Memorandum (**Information Memorandum**) prepared by the Disclosing Party (**Purpose**).

COVENANTS

1 For the purposes of this agreement, **Confidential Information** means:

- a all information supplied or made available to the Recipient or any Representative of the Recipient by the Disclosing Party, including without limitation the Information Memorandum and its contents;
- b all notes, records, or copies of information generated using the information referred to in paragraph a created by the Recipient or any Representative of the Recipient; and
- c this agreement and the fact of the existence, details and terms of any discussions or negotiations between the Recipient and the Disclosing Party,


but does not include any information which:

- d is or becomes, public knowledge, otherwise than as a result of a breach of this agreement;
 - e the Recipient already had or is independently acquired or developed by the Recipient or a Representative lawfully and in good faith without breaching the terms of this agreement; or
 - f is lawfully received by the Recipient or a Representative from a third party not owing any obligation of confidentiality to the Disclosing Party and/or the Company;
 - g is required to be disclosed by law or regulation.
- 2 In consideration of the Disclosing Party supplying or making available the Confidential Information to the Recipient, the Recipient agrees to keep strictly confidential all Confidential Information and to use its best endeavours to prevent any unauthorised use or disclosure of the Confidential Information.
- 3 The Recipient must not use any Confidential Information for any purpose other than the Purpose.
- 4 The Recipient may disclose Confidential Information to its Representatives, but only to the extent reasonably necessary for the Purpose, and provided that those persons are made aware of the confidential nature of the information and have agreed to the restrictions on the use and disclosure of that Confidential Information.
- 5 The Recipient acknowledges and agrees that:
- a all Confidential Information provided to the Recipient and its Representatives; and
 - b all intellectual property rights in the Confidential Information,
- are, and shall remain, the sole and exclusive property of Disclosing Party.

SIGNED by
ERSKINE & OWEN LIMITED
as Disclosing Party



Director



Director

**Use this execution block if the Recipient is an individual*

SIGNED by

Name(s) of Recipient

Name:

Name:

Witness Signature _____

Occupation _____

Address _____

**Use this execution block if the Recipient is a company*

SIGNED by

Name(s) of Recipient

Director Name:

Director Name:

Witness Signature _____

Occupation _____

Address _____

**Use this execution block if the Recipient is a trust*

SIGNED by

Name(s) of Recipient

Trustee Name:

Trustee Name:

Trustee Name:

Witness Signature _____

Occupation _____

Address _____