

## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ th day of \_\_\_\_\_ 20 \_\_\_\_

BETWEEN Proprietor: \_\_\_\_\_

AND Recipient: **ECE Astute Limited & Astute Real Estate Limited MREINZ**

### RECITALS:

1. The Proprietor owns Confidential Information which has substantial commercial value in relation to:  
CHILDCARE SERVICES LOCATED AT \_\_\_\_\_  
INCLUDING SPECIFIC BUSINESS INFORMATION RELATING TO THE COMPANY

2. The Proprietor has agreed to disclose the Confidential Information to the Recipient and the Recipient has agreed to be bound by strict duties of confidentiality in respect of the information on terms of this agreement.

### THE PARTIES AGREE:

For the purposes of this agreement Confidential Information includes information such as ideas, data and know-how provided orally or in any material form, which relates to research, development or business activities of the Proprietor, and which is either marked or stated to be confidential, or is reasonably intended to be confidential. It does not include information which can be established in written records as being known already to the Recipient or to the public or which subsequently enters the public domain through no fault of the Recipient.

#### 1. Disclosure by the Proprietor

The Proprietor has disclosed or will disclose the Confidential Information to the Recipient in oral and/or material forms.

#### 2. Non-Disclosure by the Recipient

The Recipient will not at any time disclose or otherwise allow any release of the Confidential Information to any other individual or organisation without prior written consent from the Proprietor.

#### 3. Non-Use by the Recipient

The Recipient will not at any time use the Confidential Information for any purpose other than that permitted by the Proprietor without prior written consent from the Proprietor.

#### 4. Restriction on necessary assistance

The Recipient will ensure that any individuals such as employees or agents who necessarily assist the Recipient in relation to the Confidential Information are bound by duties of confidentiality as set out in this agreement.

#### 5. Security of materials

The Recipient will hold secure all materials which incorporate the Confidential Information and will return or otherwise handle these materials as directed by the Proprietor.

#### 6. Other Agreements

These obligations apply to the Recipient in addition to any other obligations under any other agreements which involve the Proprietor unless expressly excluded. This confidentiality agreement expires on the Proprietor signing the Listing Authority with the Recipient.

IN WITNESS WHEREOF this agreement has been dated above and signed:

Proprietor's Signature: \_\_\_\_\_ Recipient's Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Organisation: \_\_\_\_\_

Recipient: **ECE Astute Ltd / Astute Real Estate Ltd MREINZ**

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#### Astute Real Estate MREINZ

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