

	General Services Confidentiality Agreement Form	Doc Ref: CORP-F-013
This is a Quality Controlled Document	Issue Date: Jan 2018	

This **CONFIDENTIALITY AGREEMENT** is made this [REDACTED] 201 .

BETWEEN:

[REDACTED] (“[REDACTED]”); and

South East Australia Gas Pty Limited ACN 096 437 900 of Level 4, 70 Hindmarsh Square, Adelaide, SA (“**SEA Gas**”).

THE PARTIES AGREE:

Definitions

In this Agreement unless the context otherwise requires:

“Recipient” means, in relation to any Confidential Information, the Party to whom any Confidential Information is provided by a Discloser in terms of this Agreement and shall include that Party’s, employees, agents, consultants and advisers to whom Confidential Information is provided by the Party or by the Discloser.

“Confidential Information” means

- a) all the confidential information of the Party including all information disclosed or otherwise made available to the Recipient by the Party (whether before, on or after the date of this Agreement), for or in connection with the Approved Purpose;
- b) information relating to the Approved Purpose which, by its nature or the circumstances surrounding its disclosure, is or could reasonably be expected to be regarded as confidential to the Party or any of their Related Bodies Corporate;
- c) data input from information provided by the Party (including any reports, valuations, summaries, conclusions, analyses, advice, memoranda, working papers, calculations, spreadsheet contents and formulae, and any computer model or data) developed or created by the Party, either alone or in collaboration with the Recipient, which is based on, derived from, which includes or refers to, any of the information referred to in paragraphs (a) and (b) (above); and
- d) all copies of the information referred to in any of paragraphs (a) to (c) inclusive (above).

“Discloser” means the Party providing any Confidential Information to any other Party in terms of this Agreement.

“Party” means SEA Gas or [REDACTED].

“Approved Purpose” means [REDACTED].

Covenants

In consideration of the Discloser providing access to the Recipient of such of the Confidential Information as the Discloser agrees from time to time, the Recipient hereby covenants and undertakes:

1. To treat all Confidential Information as confidential, except to the extent that at the time of its receipt by the Recipient it:

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- a) was known to the Recipient from another source free from any obligation of confidence owed to the Discloser; or
 - b) was in the public domain (other than through an act or omission of the Recipient or any person to whom it has disclosed Confidential Information).
2. The Recipient will not (without the prior consent of the Discloser) disclose the Confidential Information to any person other than to those persons referred to in paragraph 3 below, nor will the Recipient use the Confidential Information for any purpose other than to carry out activities relevant to the Approved Purpose.
3. The Recipient will limit the disclosure of the Confidential Information to those of its employees, directors and advisers who require it and then only to the extent necessary to carry out the activities relevant to the Approved Purpose.
4. The Recipient will ensure that each and every person to whom disclosure is made under paragraph 3 above is made aware of the provisions of this Agreement. The Recipient is responsible for ensuring that each such person keeps the Confidential Information confidential and only uses the Confidential Information in the manner expressly permitted by this Agreement.
5. The Recipient agrees that all Confidential Information provided by the Discloser to the Recipient will be safely and securely stored when not in use and will remain the exclusive property of the Discloser and all originals and copies thereof will be returned to the Discloser or destroyed at its request.
6. It is the purpose of this agreement to protect a Party's property and equitable rights in the Confidential Information, and it is understood that the obligations provided for in this Agreement will survive from the date of execution of this Agreement until five years from the termination of any agreement entered into between the Parties concerning the Approved Purpose.
7. The Recipient must return to the Discloser all of the Discloser's Confidential Information immediately upon:
 - a) a request to that effect being made by the Discloser; or
 - b) the Recipient using the Confidential Information for purposes other than those allowed under this Agreement,

and, thereupon, the Recipient must forthwith destroy or procure the destruction of all documents recording or making reference to the Discloser's Confidential Information.
8. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed by law, by court order or by lawful requirement of any government or government body, authority or agency having authority over the Recipient but the Recipient must prior to any disclosure, give written notice to the Discloser of the requirements. The Recipient must, after consultation with the Discloser, use its best endeavours to delay or withhold disclosure to the extent that it is lawfully able to do so and, to the maximum extent practicable, and as far as possible in accordance with the directions of the Discloser, minimise the disclosure and make disclosure on terms which will preserve the confidentiality of the Confidential Information including (without limitation), informing the person to whom disclosure is made of the confidential nature of the Confidential Information disclosed.

9. The Recipient agrees that damages are not an adequate or sufficient remedy with respect to disclosure or use of Confidential Information in breach of this Agreement and that, in addition to all other rights, powers and remedies, the Discloser is entitled to specific performance or injunctive relief (as appropriate) in respect of or to prevent any such breach.

For the purposes of this Agreement, information will not be regarded as being in the public domain by reason only of the fact that some portion of the information is public, or that information is publicly available which, together with other information, could be used to produce the Confidential Information.

EXECUTED by the parties

SIGNED for and on behalf of by a duly
authorised officer in the presence of:)

.....
Authorised Person
Name:

.....
Witness
Name (printed):

SIGNED for and on behalf of **South**)
East Australia Gas Pty Ltd by a duly)
authorised officer in the presence of:)

.....
Authorised Person
Name:

.....
Witness
Name (printed):