

	<p align="center">Confidentiality Agreement NGR Parts 6 & 11</p>	<p>Doc Ref: CORP-F-032</p>
<p>This is a Quality Controlled Document</p>		<p>Published: Dec 2023 Current Until¹: Dec 2025</p>

This **CONFIDENTIALITY AGREEMENT** is made this ___ day of _____ 202_.

BETWEEN:

_____ ABN _____ of _____, (“_____”); and

South East Australia Gas Pty Limited ACN 096 437 900 of Level 5, 57 Wyatt Street, Adelaide, SA acting as agent for and on behalf of the SEA Gas Partnership (“**SEA Gas**”).

THE PARTIES AGREE:

Definitions

In this Agreement unless the context otherwise requires:

“**Approved Purpose**” means _____.

“**Confidential Information**” means all the confidential information of a Party including without limitation, this Agreement and any other agreement from time to time agreed between the Parties or negotiations between the Parties and any other records, documents, accounts, plans, formulae, designs, specifications, inventions, devices, methods, price information, customers correspondence, technical and customer data, information relating to business development and marketing activities and papers of every description including all copies or extracts from the same relating to the affairs of the business of a Party or any subsidiary of a Party which from time to time is made available or becomes known or comes into the possession of another Party to this Agreement.

“**Discloser**” means the Party providing any Confidential Information to any other Party to this Agreement.


“**Party**” means SEA Gas or _____.

“**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.

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. Subject to paragraph 8 below, to treat all Confidential Information as confidential, except to the extent that at the time of its receipt by the Recipient it:
 - 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. Subject to paragraph 8 below, 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 relating to, or in connection with, the Approved Purpose.

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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 relating to, or in connection with, 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, in accordance with paragraph 7 below, the Recipient will either destroy or return all originals and copies thereof to the Discloser. Nothing in this Agreement will require the Recipient to destroy or return copies of Confidential Information to the extent that:
 - a) it has been included in submissions to the Recipient's board of directors; or
 - b) it is necessary for the Recipient to comply with any law; or
 - c) they are legal advice, internal board or working papers, legal opinions or materials used for the purpose of providing legal opinions prepared for the Recipient; or
 - d) it is stored on automatic electronic archiving or back-up systems where it is not reasonably practicable to delete the Confidential Information.
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 the earlier of: -
 - a) three years from the date of this Agreement; and
 - b) the date any agreement is entered into between the Parties after the date of this Agreement concerning the Approved Purpose and Confidential Information relating thereto.
7. Subject to paragraph 5 above, the Recipient must either return to the Discloser or provide evidence of the destruction of all of the Discloser's Confidential Information promptly 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 or any recognised stock exchange but the Recipient must, to the extent permitted by law, 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 extent practicable, minimise the disclosure and make disclosure on terms which will preserve the confidentiality of the Confidential Information including (without limitation), informing the

¹ Subject to earlier revision by Service Provider

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.
- 10. This Agreement is governed by the law in force in the State of South Australia. Each Party submits to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them. Each Party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 11. This Agreement may consist of a number of copies each signed by one or more parties to the Agreement. If so, the signed copies are treated as making up the one document.
- 12. **EXECUTED** by the parties

EXECUTED for and on behalf of _____ by a duly authorised officer in the presence of:

.....
Authorised Person signature

.....
Witness signature

.....
Authorised Person Name (printed)

.....
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 signature

.....
Witness signature

.....
Authorised Person Name (printed)

.....
Witness Name (printed)