



DEED dated the _____ day of _____

PARTIES

1. Bayleys Real Estate Limited, Licensed Agent, REA Act 2009, (the "Company");
2. _____ (the "Recipient").

PROPERTY DESCRIPTION & ADDRESS

_____ (the "Property").

INTRODUCTION

- A. The Recipient has requested that the Company provide the Recipient with Confidential Information relating to a vendor client of the Company ("the Vendor") for the purpose of investigating the possible purchase of the Vendor's Property by the Recipient ("the Purpose").
- B. The Recipient has agreed to keep confidential all Confidential Information disclosed to it by the Company.

OPERATIVE PART

1. DEFINITIONS

1.1 In this Deed:

"Confidential Information" means all information concerning the Vendor or the Vendor's Property (including by way of example only development plans, designs, inventions, know-how, procedures, formulas, recipes, trade secrets, marketing plans, technical and manufacturing specifications, instructions, technical data, financial position and performance information, accounting records and projections) of any nature and in any form, whether oral, digital or written or howsoever expressed, supplied at any time to or for the benefit of the Recipient by or on behalf of the Company.

"Representative" means any employee or agent or adviser of the Recipient, or a representative of any of the Recipient's advisers, to whom Confidential Information is disclosed.

2. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

2.1 In consideration of the Company disclosing Confidential Information to the Recipient and/or its Representatives the Recipient agrees:

- (a) To use all Confidential Information solely for the Purpose; and
- (b) To keep strictly confidential all Confidential Information (subject to disclosure permitted under clause 2.2).

2.2 The Recipient may disclose Confidential Information only to those Representatives who:

- (a) Have a need to know (and only to the extent that each has a need to know) vis-a-vis the Purpose; and
- (b) Are aware that the Confidential Information must be kept strictly confidential; and
- (c) Have been approved in writing by the Company (with such approval being at the Company's sole and absolute discretion).

2.3 The Recipient is responsible at all times for the acts or omissions of its Representatives, and where applicable, all references in this Deed to a Recipient include its Representatives.

3. SECURITY AND CONTROL

3.1 The Recipient must:

- (a) Keep Confidential Information under the Recipient's control (except as permitted with respect to a Representative); and
- (b) Immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

3.2 The Recipient must provide assistance, reasonably requested by the Company, in relation to any proceedings the Company may take against any person for unauthorised use, copying or disclosure of Confidential Information.

4. DISCLAIMER & EXCLUSION OF LIABILITY

4.1 The Recipient acknowledges that:

- (a) The Company does not, and the Company's directors, employees, shareholders, agents or advisers of the Company do not, make any representation or warranty as to the suitability, accuracy or completeness of the Confidential Information or any other information disclosed to the Recipient by the Company, whether as to the Purpose or otherwise; and

- (b) The Company and any directors, employees, shareholders, agents, or advisers of the Company have no liability whatsoever for any claims, expenses, losses, damages and costs the Recipient may incur as a result of use of the Confidential Information or the Confidential Information being unsuitable, inaccurate or incomplete in any way, for any reason.

5. ACKNOWLEDGEMENT AND INDEMNITY

5.1 The Recipient acknowledges that it is aware that any breach of this Deed may result in the Company or Vendor suffering damage.

5.2 The Recipient indemnifies each of the Company and Vendor and the directors, employees, shareholders, agents and advisors of the Company or Vendor against all losses, damages, expenses and legal costs (on a solicitor and own client basis and whether incurred by or awarded against the Company or Vendor) that they may sustain or incur as a result, whether directly or indirectly, of any breach by the Recipient or any Representative of this Deed.

6. TERMINATION

6.1 The Company may terminate this Deed at any time with immediate effect by giving written notice to the Recipient.

6.2 On termination of this Deed, or on completion of the Purpose, the Recipient's right to use Confidential Information ceases and the Recipient must immediately, at the Company' option:

- (a) Return the Confidential Information to the Company;
- (b) Permit the company to take all reasonable lawful steps (including the entry onto property and into premises, vessels and vehicles) for the purpose of recovering Confidential Information.
- (c) Destroy and permit the Company to witness the destruction of all Confidential Information in the Recipient's possession or control.

7. PRIVACY

7.1 The Recipient acknowledges that, in addition to the Company, this Deed is executed for the benefit of the Vendor pursuant to the Contracts (Privacy) Act 1982.

8. MISCELLANEOUS

8.1 The obligations of confidentiality under this Deed continue to apply to the parties to the Deed (in addition to any permitted assignee) after termination of this Deed.

8.2 The failure or delay of the Company at any time to insist on performance of any provision of this Deed is not a waiver of their rights at any later time to insist on performance of that or any other provision of this Deed.

8.3 This Deed is governed by the laws of New Zealand and is subject to the exclusive jurisdiction of the Courts of New Zealand.

8.4 If any part of this Deed is held by any Court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed, which are to remain in full force.

8.5 Each party acknowledges that the undertakings and agreements on its part set out in this Deed are in addition to and do not detract from either the duties of confidentiality which are imposed on it by law or in equity or any other rights, protections or defences or counterclaims otherwise available to the other party to this Deed.

Signed by Bayleys Real Estate Limited:

Signed by the Recipient:

Authorised Signature: _____

Authorised Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: ____ / ____ / ____

Email address: _____

Number: _____

Address: _____

Date: ____ / ____ / ____