



# STONEHOUSE CORPORATION

## Mutual Confidentiality Deed

### Parties:

Company name & ACN  
Address  
(Discloser)

and

Company name & ACN  
Address  
(Recipient)

**Stonehouse Corporation Pty Ltd, ACN 159 022 787**  
Level 4, 90 William St, Melbourne, Victoria 3000

This Mutual Confidentiality Deed ("Deed") is entered into on \_\_\_\_\_ between the Discloser and the Recipient. The Recipient is considering an investment opportunity either introduced by, or in the Discloser. The Recipient may be provided with or given access to information by the Discloser. In consideration for and as a condition of the Discloser furnishing information to the Recipient, the Parties agree as follows:

1. **Confidential Information.** The Recipient agrees to keep confidential any and all information provided by or on behalf of Discloser to Recipient, including, without limitation, information relating to business plans, strategic plans, information memorandum, systems, financial affairs, forecasts, trade secrets, contracts, supplier lists, customer lists and personnel records and any other commercially sensitive information, whether past, current or prospective. Confidential Information shall be deemed to exclude all information that: (i) is or becomes generally available to the public through no action of Recipient (including Recipient's trustees, directors, investment committee members, employees, affiliates, agents and representatives of its legal and accounting advisors (collectively, "Representatives"), (ii) is developed by or on behalf of Recipient or in its possession prior to receipt of relevant information by or on behalf of Discloser, or (iii) is developed independently by or on behalf of Recipient without reference to the Confidential Information as shown by evidence thereof.

Recipient shall ensure that each Representative is obligated to protect the confidentiality of the Confidential Information in a manner no less protective of Discloser than under the terms of this Deed, and Recipient is responsible for any disclosure made by a Representative that would be in violation of this Deed if made by Recipient.

2. **Undertakings.** Other than to its Representatives, Recipient shall not disclose such Confidential Information to any third party without Discloser's prior written consent (in Discloser's sole discretion), provided that nothing in this Deed will prevent Recipient from disclosing Confidential Information (i) as required by law, rule, regulation, other legal process or the rules of any national stock exchange applicable to such person or any of its affiliates, or (ii) that is or has become publicly available without breach of this Deed by Recipient.

(b) Without the other Party's prior written consent in each instance, the Parties will not disclose to any third party or person not affiliated with the Parties the fact that the Parties have entered into this Deed.

3. **Further Undertakings.** Upon Discloser's written request, Recipient will destroy all Confidential Information in a manner consistent with its internal policies and procedures for document destruction, and instruct Representatives to whom Recipient has disclosed, or who are in possession of, such information to destroy it in a manner consistent with the Representative's respective internal policies and procedures for document destruction; provided, however, that notwithstanding the foregoing, to the extent required by law, rule or regulation or in accordance with Recipient's existing internal record keeping or archiving policies, Recipient is entitled to retain, in accordance with the terms of this Deed, copies of any Confidential Information received by Recipient in connection with its evaluation. The absence of a request by the Discloser to destroy Confidential Information shall have no impact on Section 11 ("Term") below.

4. **Required Disclosure.** If Recipient or any Representative is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, regulatory review, or other process) to disclose Confidential Information, Recipient will, to the extent permitted by laws, rules or regulations affecting Recipient, timely notify Discloser thereof to the extent reasonably practicable in the circumstances.

5. **No Obligation.** The Parties acknowledge that the transfer of Confidential Information does not constitute an agreement to enter into any investment-related or other agreement between the Parties. Each Party expressly reserves the right, in its sole discretion and at any time, to terminate discussions and negotiations with the other Party or to negotiate with one or more other persons or entities and enter into a definitive agreement for a transaction with such other persons or entities without prior notice to the other Party or any other person or entity.



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6. **Remedies and Waiver.** Monetary damages may not be a sufficient remedy for any actual or threatened breach of any of the provisions of this Deed, and either Party may seek specific performance and injunctive and other equitable relief as a remedy for any such breach. It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
7. **Assignment.** This Deed shall be binding solely upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Any assignment of this Deed by either Party without the prior written consent of the other Party shall be void.
8. **Governing Law.** This Deed shall be governed by and construed in accordance with the laws of Victoria without regard to conflict of laws principles. Recipient and Discloser irrevocably and unconditionally consent hereby to submit to the nonexclusive jurisdiction of the courts of Victoria for any action, suit or proceeding arising out of or relating to this Deed and hereby further irrevocably and unconditionally waive and agree not to plead in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
9. **Severability.** If any provision of this Deed is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Deed, and such invalid provision shall be deemed deleted here from to the minimum extent necessary to cure such violation.
10. **Independent Contractors.** Recipient and Discloser are independent contractors, and nothing contained in this Deed shall be construed to constitute Recipient and Discloser as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
11. **Term.** The terms and conditions of this Deed, and all obligations of confidentiality contained herein, will continue until the date falling 2 years after the date of this Deed.
12. **Entire Agreement; Amendments.** This Deed contains the entire agreement between Discloser and Recipient concerning the subject matter hereof, and merges all prior negotiations and drafts of the Parties, pertaining to the subject matter hereof. To the extent that any dataroom access agreement or other "click-on" or other agreement provided by or on behalf of Discloser contains terms inconsistent or contrary to the terms hereof, the terms hereof shall govern. This Deed may only be modified or waived by separate writing by the Parties hereto, expressly modifying or waiving such agreement.

## Executed as a Deed.

### Signed Sealed and Delivered by the Discloser:

.....  
Signature of Director or Authorised Signatory

.....  
Signature of Director or Authorised Signatory

.....  
Name (please print)

.....  
Name (please print)

### Signed Sealed and Delivered by the Recipient by its Chairman & CEO:

.....  
Charles E. Jennings