

THIS DEED is made the day of 2024.

BETWEEN: PROGRAMMED FACILITY MANAGEMENT PTY LIMITED (ABN 23 001 382 010)
of 47 Burswood Road, Burswood, Western Australia (**Programmed FM**)

AND:

RECIPIENT COMPANY NAME:

ABN:

of

Address:.....

(**"Recipient"**)

RECITALS:

- A** Programmed FM intends to release to and discuss with the Recipient certain information described in Item 1 of the Schedule hereto (**"the Purpose"**).
- B** In order for the discussions to be meaningful Programmed FM will need to disclose to Recipient certain information and documents related to the Purpose, which Programmed FM information and documents and any information created by the Recipient in the course of carrying out the Purpose (collectively **"Data"**) are confidential.

THE RECIPIENT AGREES as follows:

1. PROVISION OF DATA

- 1.1 The Recipient must hold all Data provided to it by Programmed FM, upon and subject to the terms of this Deed.
- 1.2 The Recipient gives its undertakings in this Deed on behalf of and in respect of itself and its related bodies corporate.
- 1.3 Programmed FM may terminate the provision of any Data or any discussion regarding the subject matter of the Purpose at any time.
- 1.4 Nothing in this Deed:
 - a) obliges Programmed FM to discuss, negotiate or agree with any person or organisation in connection with the subject matter of the Purpose; or
 - b) obliges Programmed FM to disclose any particular information to the Recipient or their representatives. Programmed FM has an absolute discretion as to the Data which it chooses to disclose and to whom it chooses to disclose it.

2. CONFIDENTIALITY

- 2.1 The Recipient:
 - a) shall hold all Data whether provided by Programmed FM or created in relation to the Purpose in strict confidence and shall not disclose any of it to any person except in accordance with, or as permitted by, this Deed;
 - b) shall not cause or allow any Data to be photocopied, reproduced or recorded in any manner except as provided in this Deed or with the prior written consent of Programmed FM; and
 - c) shall not make any use of the Data or any part of it except for the Purpose.
 - d) agrees to refer to the Client only as The Client. Direct references to the Client will not be acceptable in any communications with external parties.

3. ACCESS TO DATA

- 3.1 The Recipient agrees that it will ensure that Data is not disclosed otherwise than as provided for in this Deed or with the prior approval in writing of Programmed FM, which approval if granted, may be withdrawn by notice at any time. If approval is granted it will be on conditions which include a requirement that the third party first execute an undertaking in favour of Programmed FM in the form of Annexure "A" hereto.

4. INFORMATION IN THE PUBLIC DOMAIN, ETC.

- 4.1 The obligations in Clauses 2 and 3 do not extend to any part of the Data which:
- a) Recipient was in possession of prior to the disclosure of the Data to Recipient by Programmed FM and which was not acquired directly or indirectly from any person who owed any obligation of confidence to Programmed FM;
 - b) is, or becomes, part of the public domain, otherwise than through a breach of this Deed; or
 - c) after the disclosure of the Data, has been received in good faith by Recipient from a third party not in breach of any obligation of confidence owing by the third party either to Programmed FM or otherwise.
- 4.2 If at any time Recipient is of the opinion that any of Clauses 4.1(a), 4.1(b), or 4.1(c) is applicable to any part of the Data, Recipient must immediately notify Programmed FM in writing of its opinion giving the reasons why it has formed the opinion.
- 4.3 Recipient is permitted to disclose Data, the existence of this Deed and the Purpose, and information relating to any of them, if required to do so by compulsion of law or legal process or to comply with the Listing Rules of Australian Stock Exchange Limited where they apply to Recipient. Recipient shall inform Programmed FM of any disclosure to be made under this clause before such disclosure is made, unless it is not reasonably practicable to do so.

5. DELIVERY AND REDELIVERY

- 5.1 The Recipient will take appropriate steps to ensure that Data is delivered, handled and re-delivered in a safe and secure manner so as to ensure the confidentiality of the Data is protected in the manner contemplated in this Deed.
- 5.2 Upon demand by Programmed FM, Recipient will re-deliver to Programmed FM all Data held by it or which is under its control, and will destroy all copies, notes, calculations, analyses or summaries or other material derived or produced partly or wholly from any of the Data.

6. NOTICES

- 6.1 Any notice, consent or other communication required or permitted to be given to a Party pursuant to this Deed shall be in writing and shall be validly given (without prejudice to any other mode of execution) expressed to be authorised by any director, authorised officer, by prepaid letter, facsimile or telex or delivered to the other Party (as appropriate) to this Deed at the address shown herein.
- 6.2 The address of a Party set out herein may be varied by written notice given to the other Party.

7. PROPER LAW

This Deed shall be governed by and construed in accordance with the laws of Western Australia.

8. SURVIVAL OF CONFIDENTIALITY OBLIGATIONS

Each of the obligations on a Party in this Deed which preserve and protect the confidentiality of the Data is independent continuing obligations which survive the termination of this Deed.

Schedule

Item 1: Purpose Defined (Recital A)

Request for Tender PRO-MSA-25001 – Hakea Prison – Laundry Boiler Replacement

EXECUTED by the Recipient upon the date first written above.

SIGNED for and on behalf of

[RECIPIENT NAME]

In the presence of:

.....
Witness

.....
Directors Signature

.....
Name (please print)

.....
Directors Name

ANNEXURE "A"**UNDERTAKING**

TO: RECIPIENT

I have read the Confidentiality Deed between Programmed FM and Recipient dated _____ ("Deed") and understand the purpose, effect and consequences of the Deed and the obligations created by it and, in consideration of either Programmed FM and/or Recipient agreeing to disclose all or any of the Data (as defined in the Deed) to me, I agree to be bound by the terms of the Deed as if I was a Party named in the Deed.

DATED: _____

SIGNED by _____)
[NAME OF SIGNATORY] _____)
in the presence of: _____)

Witness Signature_____
*[Signatory]*_____
Witness Name (please print)_____
[Title of Signatory]