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SALES** AUSTRALIA, NEW ZEALAND & SE ASIA

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25 Islington Court, Dudley Park, Adelaide  
South Australia 5008 (appointment only)

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## CONFIDENTIALITY AGREEMENT

between

Specialist Machinery Sales Pty Ltd  
(ACN 125 960 367)

and

[Recipient #1 - company name:]  
(ACN [Recipient #1 - ACN:]) acting as the trustee of  
the [Recipient #1 - trust name:] (ABN [Recipient #1 - trust ABN:])

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Date .....

### Parties

Disclosing Party	<p><b>Name:</b> Specialist Machinery Sales Pty Ltd</p> <p><b>ACN:</b> 125 960 367</p> <p>Address: 5 Hauteville Terrace, Eastwood SA 5063</p> <p>Email: todd@smsales.com.au</p> <p>(the <i>Disclosing Party</i>)</p>
Recipient	<p><b>Name:</b></p> <p><b>ACN:</b></p> <p><b>Address:</b></p> <p>(the <i>Recipient</i>)</p> <p>Contact details of primary contact of the Recipient</p> <p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Email:</b></p> <p><b>Telephone Number:</b></p>



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## Recitals

- A The Disclosing Party wishes to disclose Confidential Information to the Recipient and ensure that the Recipient maintains the confidentiality of such Confidential Information.
- B In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.
- C The Disclosing Party and Recipient desire to enter into exclusive negotiations for the purchase of a machine to satisfy their machinery requirements as outlined during the initial scoping process. The Recipient acknowledges and agrees that the Disclosing Party will be creating extensive Intellectual Property to determine how to satisfy the requirements of the Recipient.
- D The Recipient undertakes to hold all commercial negotiations with the Disclosing Party to maintain the integrity of Confidential Information.

## Operative provisions

### 1. Definitions and interpretation

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#### Definitions

- 1.1 The following definitions apply in this agreement unless the context requires otherwise:

**Authorised Third Party Recipient** means any Receiving Entity to which the Recipient discloses Confidential Information in accordance with clause 3.1.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in Adelaide, South Australia are open for business.

**Claims** means any claims including actions, complaints, debts, demands, dues, proceedings, suits or other legal recourse (whether in contract or tort, at law or in equity or under statute) and including any causes of action or rights to bring or make any such claim.

**Confidential Information** means all confidential information (however recorded or preserved) disclosed or provided (whether in writing, orally or by any other means and whether directly or indirectly) by any Disclosing Entity to any Receiving Entity before, on or after the date of this agreement in connection with the Permitted Purpose, including:



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- (a) the existence and terms of this agreement;
- (b) any information that would be regarded as confidential by a reasonable person relating to the business, affairs, customers, clients, suppliers, proposals, market opportunities, technologies, products, business and product development plans, financial information, services, pricing, capabilities, capacities, operations, processes, product information or Intellectual Property Rights of the Disclosing Party or any of its Related Entities;
- (c) any information acquired by the Receiving Entity, by observation or otherwise, during a visit to the premises or facilities of any Disclosing Entity; and
- (d) any information developed by the parties and/or their Related Entities in the course of carrying out this agreement (including the results of any tests or investigations conducted in respect of the Permitted Purpose and any reports, summaries, data, analysis and other documentation or information developed by any of them in respect thereof),

and includes any compilation of otherwise public information in a form not publicly known.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Control** has the meaning given in Section 50AA of the Corporations Act.

**Disclosing Entities** means the Disclosing Party, any of its Related Entities, and any of its or their Representatives, and *Disclosing Entity* means each of them.

**Governmental Agency** means any government or governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

**GST** has the same meaning given to that expression in the GST Law.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

**GST Law** has the same meaning given to that expression in the GST Act.

**Intellectual Property Rights** means all present and future rights in or to any copyright, moral rights, database, computer software, patent, design, utility model, trade mark (including any rights in get up or trade dress and rights to goodwill or to sue for passing off or unfair



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competition), brand name, service mark, trade name, domain name, business name, eligible layout right, chip topography right, plant breeder's right, know-how, trade secret, confidential information and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registered, registrable, patentable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.

**Liability** includes a present, prospective, future or contingent liability.

**Loss** means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other Liability of any kind or character (including any direct, indirect, special or consequential losses, loss of profit and/or loss of reputation) that a party pays, suffers or incurs or is liable for, including all:

- (a) Liabilities on account of Tax;
- (b) interest, penalties and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any Liability; and
- (d) all amounts paid in settlement of any Claim.

**Permitted Purpose** means the purpose or purposes described in Schedule 1.

**Receiving Entities** means the Recipient, any of its Related Entities, and any of its or their Representatives, and *Receiving Entity* means each of them.

**Related Entity** means, in respect of a party, any person under the Control of that party, any person that Controls that party, and any person under the Control of any of them.

**Relevant Trust** means, in respect of any Trustee Party, the trust in respect of which the Trustee Party is expressed to have entered into this agreement as trustee.

**Representatives** means, in respect of a person, its employees, consultants, agents and advisors and, in respect of a body corporate, includes its officers.

**Stamp Duty** means any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency and includes any interest, fine, penalty, charge or other amount in respect of the above.



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**Tax or Taxation** means:

- (a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called, levied, imposed or assessed under the Tax Acts or any other statute, ordinance or law by any Governmental Agency (including profits tax, property tax, interest tax, income tax, tax related to capital gains, tax related to the franking of dividends, bank account debits tax, fringe benefits tax, sales tax, payroll tax, superannuation guarantee charge, group or Pay as You Go withholding tax and land tax);
- (b) unless the context otherwise requires, Stamp Duty and GST; and
- (c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

**Tax Acts** means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

**Trustee Party** means any party to this agreement that is expressed to have entered into this agreement in its capacity as a trustee of any trust.

## Interpretation

1.2 The following rules of interpretation apply in this agreement unless the context requires otherwise:

- (a) headings in this agreement are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because this agreement is prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document (including this agreement) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;



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- (e) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this agreement;
- (f) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (g) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (h) a reference to writing includes any communication sent by post, facsimile or email;
- (i) a reference to time refers to time in Adelaide, South Australia and time is of the essence;
- (j) all monetary amounts are in Australian currency;
- (k) the word "*month*" means calendar month and the word "*year*" means 12 calendar months;
- (l) the meaning of general words is not limited by specific examples introduced by "*include*", "*includes*", "*including*", "*for example*", "*in particular*", "*such as*" or similar expressions;
- (m) a reference to a "*party*" is a reference to a party to this agreement, and a reference to a "*third party*" is a reference to a person that is not a party to this agreement;
- (n) a reference to any thing is a reference to the whole and each part of it;
- (o) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (p) words in the singular include the plural and vice versa; and
- (q) a reference to one gender includes a reference to the other genders.





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## 2. Confidentiality obligations

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2.1 Subject to clause 3, the Recipient must:

- (a) keep the Confidential Information confidential;
- (b) not use or exploit the Confidential Information in any way except for the Permitted Purpose;
- (c) not disclose or make available the Confidential Information in whole or in part to any third party;
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
- (e) ensure that any and all Authorised Third Party Recipients:
  - (i) comply with the obligations in this agreement as if each of them was a party to this agreement in the place of the Recipient; and
  - (ii) do not do, or omit to do, anything which, if done or omitted to be done by the Recipient, would constitute a breach of this agreement by the Recipient; and
- (f) keep a list of all Authorised Third Party Recipients and provide that list to the Disclosing Party upon request and, if required by the Disclosing Party, procure that any Authorised Third Party Recipient either (as the Disclosing Party may so elect) enters into a confidentiality agreement with the Disclosing Party or executes a deed poll in favour of the Disclosing Party on terms equivalent to those in this agreement in a form reasonably acceptable to the Disclosing Party.

2.2 The Recipient shall be responsible for, and liable to the Disclosing Party in respect of, the actions or omissions of any and all Authorised Third Party Recipients in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

## 3. Exceptions

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3.1 The Recipient may disclose Confidential Information to other Receiving Entities who have an actual need to know the Confidential Information for the Permitted Purpose, provided that it informs those other Receiving Entities of the confidential nature of the Confidential Information before such disclosure.



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- 3.2 Subject to clause 3.3, the obligations in clause 2 shall not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the Recipient's possession):
- (a) was already known to a Receiving Entity on a non-confidential basis prior to the time of its first disclosure by a Disclosing Entity to a Receiving Entity, unless it came to be so known as a direct or indirect result of having been:
    - (i) unlawfully obtained by a Receiving Entity, whether from a third party or otherwise; or
    - (ii) received by a Receiving Entity from a third party that owed a confidentiality obligation to the Disclosing Party in respect of that information at the time of such receipt, in circumstances in which the Recipient knew, or ought reasonably to have known after due enquiry, that the third party owed that confidentiality obligation to the Disclosing Party;
  - (b) is or becomes generally available to the public, unless it became so generally available as a direct or indirect result of having been disclosed by any person:
    - (i) in circumstances that constitute a breach of this agreement by the Recipient (for the avoidance of doubt, including any breach by the Recipient of its obligations under clause 2.1(e) to ensure that its Authorised Third Party Recipients comply with the obligations in this agreement as if they were parties to this agreement in the place of the Recipient); or
    - (ii) that owed a confidentiality obligation to the Disclosing Party in respect of that information at the time of such disclosure, in circumstances in which the Recipient knew, or ought reasonably to have known after due enquiry, that the person owed that confidentiality obligation to the Disclosing Party;
  - (c) is, after the time of its first disclosure by any Disclosing Entity to any Receiving Entity, lawfully received by any Receiving Entity from a third party that is not a Disclosing Entity, and the Recipient reasonably believed, after due enquiry, that the information was not so received as a direct or indirect result of a breach by any person of a confidentiality obligation owed to the Disclosing Party;
  - (d) is required by law or court order to be disclosed, provided that the Recipient must:
    - (i) promptly notify the Disclosing Party in writing in advance of any such disclosure, if reasonably practicable; and



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- (ii) reasonably assist the Disclosing Party in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by the Disclosing Party;
  - (e) is independently developed by a Receiving Entity without any direct or indirect use of, reference to, or reliance on any Confidential Information; or
  - (f) is authorised for release or use by the written pre-approval of the Disclosing Party but only to the extent of such written pre-approval.
- 3.3 The exceptions in clause 3.2 shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

#### **4. Return of Confidential Information**

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Upon the written request of the Disclosing Party, the Recipient must:

- (a) return all Confidential Information received in tangible form by any Receiving Entity;
- (b) destroy any copies, summaries and/or extracts of Confidential Information (including derivative analysis based on Confidential Information); and
- (c) certify in writing to the Disclosing Party that it has complied with the requirements of this agreement.

#### **5. Title to Confidential Information and Intellectual Property Rights**

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The Disclosing Party retains all right, title and interest in and to the Confidential Information, including all Intellectual Property Rights in or relating to the Confidential Information. Nothing contained in this agreement shall be construed as vesting, transferring or licensing any Intellectual Property Rights in or relating to the Confidential Information in or to any of the Receiving Entities, and the Recipient:

- (a) must not; and
- (b) must procure that each of the other Receiving Entities does not, assert or attempt to register any such Intellectual Property Rights.



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## 6. Disclaimer

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The Recipient's use and evaluation of the Confidential Information shall be at its own risk. All Confidential Information is provided 'as is' and, except as may otherwise be expressly provided in any other written agreement entered into after the date of this agreement in relation to the Permitted Purpose:

- (a) the Disclosing Party makes no representations or warranties, express, implied or otherwise, regarding:
  - (i) the accuracy or completeness of the Confidential Information; or
  - (ii) to the extent permitted by law, the fitness of the Confidential Information for any purpose; and
- (b) neither the Disclosing Party nor any of the other Disclosing Entities shall have any liability of any nature, whether:
  - (i) in law or equity;
  - (ii) under contract or tort (including in negligence); or
  - (iii) to the extent permitted by law, under statute,to any person whatsoever for, or in respect of, the Confidential Information or its use for any purpose.

## 7. No obligation

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- 7.1 The parties acknowledge that the execution of this agreement does not obligate:
- (a) the Disclosing Party to disclose any Confidential Information; or
  - (b) the parties to enter into any further agreements or to continue to pursue the Permitted Purpose.
- 7.2 This agreement and the discussions hereunder are not intended to, and shall not be deemed to, constitute a partnership, agency or joint venture relationship between the parties. No party shall incur any debts, or make any commitments, for the other.



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## 8. Indemnity

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- 8.1 Subject to clause 8.2, the Recipient shall indemnify and forever keep fully indemnified the Disclosing Party (for itself and as agent and trustee for and on behalf of each of its Related Entities) at all times against any and all Losses that are:
- (a) suffered or incurred by the Disclosing Party or any of its Related Entities; and
  - (b) caused, whether directly or indirectly, by any breach of this agreement by the Recipient (for the avoidance of doubt, including any breach by the Recipient of its obligations under clause 2.1(e) to ensure that its Authorised Third Party Recipients comply with the obligations in this agreement as if they were parties to this agreement in the place of the Recipient).
- 8.2 The indemnity in clause 8.1 does not absolve the Disclosing Party or any of its Related Entities of its duty to mitigate its damages in respect of any breach of this agreement by the Recipient. For the avoidance of doubt, the test of causation will apply in respect of any such damages but, by virtue of the indemnity in clause 8.1, the remoteness of damage test will not apply in respect of any such damages.

## 9. Duration

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This agreement will continue in full force and effect at all times during the period commencing on the date of this agreement and ending on the later of a date that is 2 (two) years after the date of this agreement or the completion of services being provided by the Disclosing Party to the Recipient, whichever is later.

## 10. Trustee Parties

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- 10.1 Each Trustee Party enters into this agreement only in its capacity as trustee of the Relevant Trust and in no other capacity.
- 10.2 A liability arising under or in connection with this agreement can be enforced against a Trustee Party only to the extent to which it can be satisfied out of property of the Relevant Trust out of which the applicable Trustee Party is actually indemnified for the liability.
- 10.3 This limitation of each Trustee Party's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of each Trustee Party in any way



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connected with this agreement, including any representation, warranty, conduct, omission, agreement or transaction related to this agreement.

- 10.4 No party may sue a Trustee Party in any capacity other than as trustee of the Relevant Trust, including seeking the appointment of a receiver (except in relation to property of the Relevant Trust), a liquidator, an administrator or any similar person to the applicable Trustee Party or to prove in any liquidation, administration or arrangement of or affecting the applicable Trustee Party (except in relation to property of the Relevant Trust).
- 10.5 Clauses 10.1 to 10.4 will not apply to any obligation or liability of a Trustee Party to the extent that it is not satisfied because, under the trust deed establishing the Relevant Trust or by operation of law, there is a reduction in the extent of the Trustee Party's indemnification out of the assets of the Relevant Trust, as a result of the Trustee Party's fraud, negligence or breach of trust.
- 10.6 No Trustee Party is obliged to do, or refrain from doing, anything under this agreement (including incurring any liability) unless its liability is limited in the same manner as set out in clauses 10.1 to 10.4.

#### **Trustee warranties**

- 10.7 Each Trustee Party (both in its own right and as trustee of the Relevant Trust) represents and warrants to each other party that:
- (a) (status of the Relevant Trust) the Relevant Trust is validly constituted and has not been terminated, nor has any action been taken to wind up, terminate or resettle it, nor has any event occurred for the vesting of its assets;
  - (b) (status as trustee) it is a trustee of the Relevant Trust and it has not given any notice of resignation and no action has been taken to remove it;
  - (c) (trust power) it has power under the constituent documents of the Relevant Trust to enter into, and perform its obligations under, this agreement;
  - (d) (trust authority) all action has been taken that is necessary or desirable under the constituent documents of the Relevant Trust or at law to authorise its entry into this agreement and its performance of its obligations hereunder;
  - (e) (benefit of beneficiaries) it is entering into this agreement as part of the proper administration of the Relevant Trust for the commercial benefit of the Relevant Trust and for the benefit of the beneficiaries of the Relevant Trust;



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- (f) (right of indemnity) it has the right to be indemnified out of the assets of the Relevant Trust in relation to any liability arising under or in connection with the proper performance of its obligations under this agreement. The assets of the Relevant Trust are sufficient to satisfy that right in full and it has not released or disposed of its equitable lien over those assets; and
- (g) (no breach) it is not in breach of any material obligations imposed on it in its capacity as trustee of the Relevant Trust, whether under the constituent documents of the Relevant Trust or otherwise.

## 2. Notices

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2.1 A notice given to a party under this agreement must be:

- (a) in writing in English;
- (b) sent to the address, fax number or email address of the relevant party as set out in the list of parties that starts on page of this agreement (or such other address, fax number or email address as the relevant party may notify to the other parties from time to time); and
- (c) delivered/sent either:
  - (i) personally;
  - (ii) by commercial courier;
  - (iii) by pre-paid post;
  - (iv) if the notice is to be served by post outside the country from which it is sent, by airmail;
  - (v) by fax; or
  - (vi) by e-mail.

2.2 A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt;



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- (c) if sent by pre-paid post, 48 hours from the date of posting;
- (d) if sent by airmail, five days after the date of posting;
- (e) if sent by fax, at the time shown in the transmission report generated by the machine from which the fax was sent; or
- (f) if sent by e-mail, 4 hours after the sent time (as recorded on the sender's e-mail server), unless the sender receives a notice from the recipient's email server or internet service provider that the message has not been delivered to the recipient,

except that, if such deemed receipt is not within business hours (meaning 9:00 am to 5:30 pm on a Business Day), the notice will be deemed to have been received at the next commencement of business hours in the place of deemed receipt.

2.3 To prove service, it is sufficient to prove that:

- (a) in the case of post – that the envelope containing the notice was properly addressed and posted;
- (b) in the case of fax – the notice was transmitted to the fax number of the party; and
- (c) in the case of email – the email was transmitted to the recipient's email server or internet service provider.

### **3. General**

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#### **Benefit of this agreement**

3.1 The Disclosing Party holds the rights and benefits under this agreement for itself and as agent and trustee for and on behalf of each of its Related Entities. The Recipient acknowledges and agrees that the Disclosing Party may enforce this agreement against it for and on behalf of any Related Entity of the Disclosing Party even if that Related Entity is not a party to this agreement.

#### Third parties

3.2 This agreement is made for the benefit of the parties to it and their successors and permitted assigns and, subject to clause 12.1, is not intended to benefit, or be enforceable by, anyone else.





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### **Availability of equitable relief**

- 3.3 The Recipient recognises and agrees that remedies at law for breach of the provisions of this agreement may be inadequate and the Disclosing Party will, in addition to any other rights which it may have, be entitled to injunctive relief.

### **Indemnities continuing**

- 3.4 Any indemnity provided by a party under this agreement is a continuing obligation separate and independent from any other obligations of that party and survives termination of this agreement.

### **Costs**

- 3.5 All costs and expenses in connection with the negotiation, preparation and execution of this agreement, and any documents referred to in it, will be borne by the party that incurred the costs.

### **Further assurances**

- 3.6 Each party must (at its own expense) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

### **Entire agreement**

- 3.7 This agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this agreement other than those expressly stated in it or necessarily implied by statute.

### **Severability**

- 3.8 If a provision of this agreement is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
  - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.



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#### **No waiver**

3.9 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this agreement will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this agreement.

#### **Amendment**

3.10 This agreement may not be varied except by written instrument executed by all of the parties.

#### **Assignment**

3.11 A party must not assign, transfer, sub-contract, create any trust over or otherwise deal in any way with any of its rights or obligations under this agreement without the prior written consent of each other party.

#### **Counterparts**

3.12 This agreement may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

#### **Electronic exchange**

3.13 Delivery of an executed counterpart of this agreement by facsimile, or by email in PDF or other image format, will be equally effective as delivery of an original signed hard copy of that counterpart.

3.14 If a party delivers an executed counterpart of this agreement under clause 12.13:

- (a) it must also deliver an original signed hard copy of that counterpart, but failure to do so will not affect the validity, enforceability or binding effect of this agreement; and
- (b) in any legal proceedings relating to this agreement, each party waives the right to raise any defence based upon any such failure.

#### **Governing law and jurisdiction**

3.15 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of South Australia, Australia.



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- 3.16 The parties irrevocably agree that the courts of South Australia, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

\* \* \* \*



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## Schedule 1 | Permitted Purpose

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For the avoidance of doubt, the Permitted Purpose shall be the purchase of a machine, parts or services from the Disclosing Party;

The Recipient may only use Confidential Information to:

1. Negotiating to purchase a product (including machines or services) from the Disclosing Party;
2. Verify technical claims made by the Disclosing Party with the Machine Tool Builder (as applicable) provided that the Disclosing Party is included in such discussions;
3. Having technical claims verified by an expert provided that expert is not a competitor of the Disclosing Party or the Machine Tool Builder; and
4. Having documents, contracts and proposals vetted by legal, freight, importation, bankers, financiers or financial advisors.



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## Execution

**EXECUTED** as an agreement.

<b>Executed</b> for and on behalf of <b>Specialist Machinery Sales Pty Ltd (ACN 125 960 367)</b> in accordance with section 127 of the Corporations Act by:		
Full Name	Capacity (e.g. director)	Signature
	Sole Director	

<b>Executed</b> for and on behalf of <b>[Recipient #1 - company name:] (ACN [Recipient #1 - ACN:])</b> acting as the trustee of the <b>[Recipient #1 - trust name:] (ABN [Recipient #1 - trust ABN:])</b> in accordance with section 127 of the Corporations Act by:		
Full Name	Capacity (e.g. director)	Signature