

MUTUAL DEED OF CONFIDENTIALITY

1. <u>PROJECT TITLE</u>	PREPD INVESTMENT		
2. <u>PRESERVE HEALTH</u>			
NAME	PRESERVE HEALTH PTY LTD	ACN	620 509 775
ADDRESS	LEVEL 2 FLINDERS UNIVERSITY BUILDING 1284 SOUTH ROAD, CLOVELLY PARK, SA		POSTCODE 5042
CONTACT DETAILS	DAVID VINCENT	ATTENTION	
	+61 417 827 443	PHONE	
	david@prepdhydration.com.au	E-MAIL	
3. <u>COMPANY/INDIVIDUAL</u>			
NAME	ABN		
ADDRESS	POSTCODE		
CONTACT DETAILS		ATTENTION	
		PHONE	
		E-MAIL	
4. <u>COMMENCEMENT DATE</u>	THE DATE OF EXECUTION OF THIS DEED		

RECITALS:

- A. The parties wish to enter into discussions regarding investment in Preserve Health.
- B. To enable the parties to make a decision about the prospective investment opportunity, each party has agreed to disclose certain Confidential Information to the other.
- C. Each party has agreed to keep the Confidential Information of the other party confidential and to use it only for the Approved Purpose and in accordance with the terms of this Deed.

EXECUTED as a DEED:

Signed for and on behalf of **PRESERVE HEALTH PTY LTD** by its duly authorised representative:

Signed for and on behalf of **COMPANY/INDIVIDUAL** by its duly authorised representative:

Signature

Signature

Print Name

Print Name

Date

Date

Who by executing confirm, on behalf of their institution, their acceptance of the attached Schedule and Confidentiality Terms.

1. USE AND DISCLOSURE

1.1 In consideration of the mutual exchange of Confidential Information each party agrees to:

- (a) keep the Disclosing Party's Confidential Information secret and confidential;
- (b) use the Disclosing Party's Confidential Information solely for the Approved Purpose, or as otherwise expressly authorised in writing by the other party;
- (c) not use or copy the Confidential Information or reduce it into tangible, visible or recorded form other than for the Approved Purpose or as otherwise authorised in writing by the Disclosing Party;
- (d) not remove any proprietary or confidential designations on the Confidential Information;
- (e) not directly or indirectly disclose, or allow to be disclosed, the Disclosing Party's Confidential Information (which for the avoidance of doubt includes the existence of this document) to anyone; and
- (f) inform the Disclosing Party immediately upon becoming aware or suspecting that an unauthorised person has become aware of any Confidential Information.

1.2 Each party is permitted to disclose the Disclosing Party's Confidential Information:

- (a) to its Representatives who have a need to know the Confidential Information in order to use the Confidential Information for the Approved Purpose, provided that such Representatives are aware of the confidential nature of the Confidential Information and are bound by equivalent contractual obligations of confidentiality;
- (b) where the party is required by law or under the rules of any stock exchange to disclose the Confidential Information, provided that the party gives the Disclosing Party reasonable advance notice and opportunity to object to the requirement to disclose such information.

1.3 A party is liable for any breach of confidentiality by any of its Representatives.

1.4 This Deed creates no obligation on any party to:

- (a) disclose Confidential Information to any other party;
- (b) provide any product or service to any other party;

- (c) enter any other research or commercial arrangement with any other party.

2. OWNERSHIP

2.1 All right, title and interest in the Confidential Information remains the property of the Disclosing Party and the Receiving Party obtains no proprietary rights to it of any kind. The grant of access to the Confidential Information by the Disclosing Party is not an express or an implied licence to use the Confidential Information for any other purpose than the Approved Purpose.

2.2 Ownership of Intellectual Property Rights arising from misuse of the Confidential Information by the Receiving Party shall, subject to any subsequent written agreement between the parties to the contrary, vest exclusively in the Disclosing Party.

3. LIABILITY

3.1 The Receiving Party agrees that the Disclosing Party assumes no responsibility or liability whatsoever for the Receiving Party's use of the Confidential Information, and that the Disclosing Party gives no warranty that the Confidential Information will meet the Receiving Party's requirements or that when combined with other information or when used in a particular manner by the Receiving Party, it will be sufficient or suitable for the Approved Purpose.

4. DELIVERY, RETURN AND DESTRUCTION

4.1 The Receiving Party acknowledges and agrees that at the time any documents, recording or material which contains or relates to the Confidential Information is no longer required for the Approved Purpose, or on the written direction of the Disclosing Party, their rights to use the Confidential Information of the Disclosing Party ceases and the Receiving Party must immediately, at the option of the Disclosing party:

- (a) return any recording, whether in electronic or material form, of that Confidential Information to the Disclosing Party; or
- (b) destroy any such recorded version of the Confidential Information.

4.2 The conclusion of the discussions does not affect any rights or remedies the other party may have.

5. CONTINUING OBLIGATION

5.1 The obligations of confidentiality under this Deed continue to apply after the conclusion of the Approved Purpose and the benefit of this Deed shall inure to the benefit of the Disclosing Party and their assigns.

6. GENERAL

6.1 This document contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

6.2 No amendment or variation of this document is valid or binding on a party unless made in writing executed by all parties.

6.3 If any provision of this document is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

6.4 The confidentiality obligations arising out of this Deed are in addition to any obligations of confidentiality at common law or equity.

6.5 This document is governed by the laws of South Australia and each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this document.

6.6 This document may be executed in any number of counterparts (including facsimile counterparts) and all counterparts when exchanged will be taken to constitute one document.

6.7 The relationship between the parties is that of independent parties and the parties are not partners, joint venturers or principal and agent.

6.8 A reference to a party to this document includes that party's executors, administrators, successors and permitted assigns.

6.9 Nothing in this document is to be interpreted against a party solely on the ground that the party put forward this document or any part of it.

7. DEFINITIONS

7.1 In this document, the following defined terms apply, unless the contrary intention appears:

Approved Purpose means to assist the parties in evaluating the proposed investment; and negotiating the terms of any agreements necessary to record and give effect to any collaboration or investment.

Confidential Information means any information passing from the Representatives of the Disclosing Party that is by its nature confidential, or is designated by a party as confidential, but excludes any information that the Receiving Party can establish:

- (a) is in the public domain other than through disclosure in breach of this Deed;
- (b) is independently developed by the Receiving Party; or
- (c) is received by the Receiving Party from a third party who is not bound by obligations of confidence in relation to the Confidential Information.

Disclosing Party means the party to this agreement disclosing Confidential Information.

Intellectual Property Rights means all intellectual or industrial property rights throughout the world and all associated goodwill, including without limitation all present and future rights in relation to inventions (including patents), copyright or rights analogous to copyright, trade marks (including service marks), domain names, designs, Confidential Information (including trade secrets), know-how, plant variety rights, eligible layouts and circuit layouts, whether unregistered, registered or registrable and for the entire life of those rights and any renewals.

Receiving Party means a party to this agreement receiving Confidential Information.

Representative, in relation to a party, means the directors, officers, employees, agents and contractors of that party.