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**In favour of:**

Westpac Banking Corporation (ABN 33 007 457 141) of Level 20, 275 Kent Street, Sydney NSW 2000 and GVF FT Pty Ltd, PJF FT Pty Ltd, TJF FT Pty Ltd and DMF FT Pty Ltd of Level 18, 145-147 Ann Street, Brisbane QLD 4000

(together 'Vendor')

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**Recipient:**

('You')

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**Commencement Date:**

Date of this deed

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**Permitted Purpose(s):**

For the purpose of undertaking due diligence in connection with the prospective purchase and redevelopment of the properties known as 316 George Street, Sydney and 312 George Street, Sydney.

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**The parties agree:**

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**1 Treatment of information**

The Confidential Information is confidential and valuable to Vendor. You agree to keep the Confidential Information confidential and secret.

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**2 Use of information**

You and your Representatives may only use the Confidential Information for the Permitted Purposes.

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**3 Non-disclosure**

You:

- (a) must not disclose the Confidential Information to any person except if this deed permits;
- (b) must not assist or permit any person (including any of your Representatives) to make any unauthorised use of the Confidential Information;
- (c) must take reasonable steps to ensure that no person (including any of your Representatives) makes any unauthorised use of the Confidential Information;
- (d) must co-operate with Vendor as reasonably required by Vendor to protect the confidentiality of the Confidential Information; and
- (e) must inform Vendor immediately of any actual or suspected breach of this deed.

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**4 Permitted disclosures**

- (a) You may disclose the Confidential Information to:
  - (i) your Representatives on a "need to know basis"; or
  - (ii) any other person only with our prior written consent.

Before doing so, you must ensure that those persons are aware of the confidential nature of

the Confidential Information and are bound by confidentiality obligations consistent with this deed. This clause 4(a) is subject to clause 5.

- (b) You may disclose the Confidential Information to the extent required by law or by a lawful requirement of any authorised government agency or stock exchange, but you must first give reasonable notice to Vendor of any proposed disclosure (if permitted by law) to enable Vendor to seek a protective order or other remedy to prevent or limit the disclosure.

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**5 Regulated Information**

Where you use or handle any Regulated Information, you must:

- (a) comply with all applicable Privacy Laws and Westpac privacy and data protection policies and standards advised to you by Westpac from time to time in writing;
- (b) only use the Regulated Information to the extent necessary to carry out the activities referred to in the Permitted Purposes;
- (c) ensure that access to the Regulated Information is restricted to your employees on a "need to know" basis;
- (d) not disclose Regulated Information to any third party without Vendor's prior written consent;
- (e) take all reasonable steps to ensure that the Regulated Information is protected against misuse, interference, loss, unauthorised access, modification or disclosure; and
- (f) not disclose any of the Regulated Information outside Australia, including by allowing anyone

outside Australia to access it, without Vendor's prior written consent.

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## **6 Representatives**

You will not be relieved of any of your liabilities or obligations under this deed if information is disclosed to any other person. You will be liable to Vendor for the acts and omissions of your Representatives or any employee or agent of your Representative as if they were your acts or omissions.

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## **7 Return of information**

- (a) On termination or expiry of this deed or on request by Vendor at any time, you must, and must ensure that your Representatives, at your own expense:
  - (i) immediately return to Vendor all documents and other materials (in all forms) in your or your Representatives' possession or control which contain or refer to the Confidential Information; and
  - (ii) to the extent such documents or other materials are not capable of being returned, destroy such documents and materials in accordance with the reasonable directions of Vendor and certify their destruction to Vendor.
- (b) The return of documents and other materials does not release you from your confidentiality obligations imposed by this deed in respect of the Confidential Information contained in such documents and materials.
- (c) You may retain a single copy of any document or other material containing or referring to the Confidential Information to the extent you are required to do so by law.

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## **8 Survival of confidentiality**

All obligations of confidentiality imposed by this deed survive the expiry or termination of this deed and the completion of all of the Permitted Purposes.

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## **9 Injunctive relief**

You acknowledge that damages may not be a sufficient remedy for any breach of this deed. Vendor is entitled to specific performance or injunctive relief, as appropriate, as a remedy for any breach or threatened breach of this deed by you in addition to any other remedies available to Vendor at law or in equity.

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## **10 Notices**

- (a) All notices issued under this deed must be in writing and must be sent by post to the address specified on the first page of this deed (or such other address as advised by a party from time to time).

- (b) A notice is taken to be received 3 days after posting, or 7 days if sent from one country to another.

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## **11 Relationship of the parties**

Nothing in connection with the deed constitutes a commitment by the parties to enter into any other agreement, arrangement or understanding.

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## **12 Legal professional privilege**

You acknowledge that Vendor does not waive any legal professional privilege that it may have in respect of any Confidential Information because of any act done under this deed.

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## **13 General**

- (a) This deed forms the entire agreement between Vendor and you in relation to the Confidential Information and replaces all previous agreements, arrangements, understandings, representations or other communications about the Confidential Information.
- (b) Any changes to this deed must be agreed in writing by you and Vendor.
- (c) This deed is governed by the laws of New South Wales, Australia. You submit to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.
- (d) This deed may be executed in counterparts. All executed counterparts will constitute one document.
- (e) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (f) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (g) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or of any other right or remedy.
- (h) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed.
- (i) Any provision of this deed which wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The remainder of this deed will remain in full force and effect.
- (j) The words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation.

## 14 Dictionary

**Confidential Information** means information that is by its nature confidential, is designated by Vendor as confidential, or that you know or ought reasonably to know is confidential, and includes:

- (a) information relating to the business, financial affairs, assets or liabilities of Vendor, including any information or matter that does or may affect the financial position or reputation of Vendor;
- (b) information relating to the internal management and structure of Vendor or its personnel, policies, plans, strategies, customers, suppliers, products, services and markets;
- (c) Regulated Information;
- (d) information comprised in or relating to any intellectual property rights of Vendor;
- (e) information relating to any systems, infrastructure, technologies, equipment, software, processes, methodologies, techniques or know-how owned or used by Vendor;
- (f) the existence of this deed and the fact that the parties are carrying out the activities referred to in the Permitted Purposes; and
- (g) information developed in connection with any Permitted Purpose,

but does not include any information which:

- (h) is or becomes generally known to the public other than through a breach of this deed;

- (i) at the time it was first disclosed to you, was already in your lawful possession;
- (j) you develop independently; or
- (k) is disclosed to you by a source other than Vendor or any of its related bodies corporate or Representatives, but only where such source is entitled to disclose it.

**Permitted Purpose(s)** means the purpose or purposes specified on the first page of this deed.

**Privacy Laws** means legislation which affects privacy or any personal information (including the collection, storage, use or processing of such information) including the *Privacy Act 1988 (Cth)*, and any codes of conduct, recommendations, directives or orders made or issued under such legislation.

**Regulated Information** means any:

- (a) Personal Information, as defined in the *Privacy Act 1988 (Cth)*; and
- (b) other information or opinions about Vendor's customers (including their businesses, affairs, personnel or otherwise).

**Representatives** means, in relation to each of us, any person acting for or on behalf of us and includes any director, officer, employee, agent, contractor, legal advisor or professional advisor.

### Executed as a deed poll:

Signed sealed and delivered for and on behalf of  
by the following persons in accordance with s127 of the Corporations Act 2001:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

Date: \_\_\_\_\_

**Schedule 1- Data Room Access Request Form**

Entity Name	
Registered Address	
ACN / ABN	
Name of Nominated Representative	
Position	
Phone Number	
Email Address	

**Authorised Persons**

Please list the Authorised Persons who will be provided access to the on-line data room

<b>First Name</b>	<b>Surname</b>	<b>Email Address</b>	<b>Company</b>	<b>Phone</b>