

Confidentiality Deed

Parties	Recipient and LSV		
Recipient Name			
Address			
LSV	Name	Life Saving Victoria ABN 21 102 927 364	
Governing law	Victoria	Date of Deed	

1. Obligation of confidence

- 1.1 The Recipient acknowledges that during the Recipient's period of Work for LSV, Confidential Information will come to the attention of the Recipient.
- 1.2 The Recipient agrees that it will:
 - (a) maintain the confidential nature of the Confidential Information
 - (b) not, without the prior written consent of LSV, disclose any of the Confidential Information to any person; and
 - (c) not use or reproduce any of the Confidential Information for any purpose other than in connection with the Recipient's Work.
- 1.3 Clause 1.2 does not apply to:
 - (a) any Confidential Information:
 - (i) which is in or becomes part of the public domain other than through breach of this deed;
 - (ii) which the Recipient can prove by contemporaneous written documentation was already known to it at the time of disclosure by LSV;
 - (iii) which was developed by the Recipient independently of the disclosure by LSV; or
 - (iv) which the Recipient acquires from a third party entitled to disclose it; and
 - (b) any Confidential Information to the extent which it is required to be disclosed by the Recipient under any law.
- 1.4 The Recipient agrees, when the Recipient's Work ceases, or on request from LSV, to:
 - (a) promptly return to LSV the Confidential Information; and
 - (b) delete any Confidential Information that has been entered into a computer, database or other electronic means of data or information storage by the Recipient, provided that the computer, database or other electronic means of data or information storage is not the property of LSV.
- 1.5 The Recipient acknowledges that disclosure of any Confidential Information other than in accordance with this deed:
 - (a) may cause irreparable injury to LSV, accordingly LSV may seek and obtain relief; and
 - (b) may result in termination of the Recipient's Work:
 - (i) as an employee of LSV for serious misconduct in accordance with the terms of relevant employment contract; or
 - (ii) as a director or officer of LSV in accordance with the LSV Constitution and LSV By Laws.

(c) Definitions

The following words have these meanings in this deed unless the contrary intention appears.

Confidential Information means all Information disclosed to the Recipient by LSV for or in connection with the Recipient's Work including information which is designated or indicated as being the proprietary or confidential information of LSV.

Information means any technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, inventions, and other information (including financial, market intelligence and data base information) and supporting or associated documents.

LSV means Life Saving Victoria Limited ABN 21 102 927 364 and its employees, directors and officers.

Work means the performance of duties and/or the provision of services by a Recipient as required by to the Recipient's position or role as:

- (a) an employee of LSV remunerated on a full time, part time or casual basis; or
- (b) a director or officer of LSV elected or appointed by members of LSV on a voluntary basis without monetary compensation or reward.

Executed as a Deed

SIGNED, SEALED AND DELIVERED by the Recipient in the presence of: Signature of witness Print name of witness	 Signature of Recipient Print name of Recipient
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