

CONFIDENTIALITY DEED POLL

DATED: _____

By: SECRET SANTA of North Pole, HOHO OHO, Canada (the *Recipient*)

In favour of: BLUE OCEAN LAW GROUP PTY LTD (ACN 618 974 879) (the *Disclosing Party*)

Contemplated Arrangement: The provision of a Xmas presents wish list to the Recipient by the Disclosing Party in the hope that the Recipient will deliver same on Xmas Day (the *Contemplated Arrangement*)

The parties wish to investigate the Contemplated Arrangement. In the course of those investigations, it will be necessary for the Disclosing Party to disclose Confidential Information to the Recipient.

1. “*Confidential Information*” means all information that is expressly or impliedly designated as confidential, or that a reasonable person would consider to be confidential, however recorded or preserved, that is disclosed or provided (whether in writing, orally or by any other means) by or on behalf of the Disclosing Party to the Recipient or any representative of the Recipient before, on or after the date of this deed poll in connection with the Permitted Purpose.
2. The Recipient hereby irrevocably covenants with the Disclosing Party to:
 - (a) not use any Confidential Information for any purpose other than investigating, pursuing and implementing the Contemplated Arrangement (the *Permitted Purpose*);
 - (b) not disclose any Confidential Information to any person except as strictly necessary for the Permitted Purpose;
 - (c) not disclose any Confidential Information to any person without the prior written consent of the Disclosing Party; and
 - (d) ensure/procure that any person to which the Recipient discloses any Confidential Information: (i) uses it only for the Permitted Purpose; (ii) does not disclose it to any other person without the prior written consent of the Disclosing Party; and (iii) enters into a confidentiality agreement with the Disclosing Party on terms equivalent to those in this agreement, if required by the Disclosing Party.
3. The Recipient acknowledges that, as a result of any failure by it to comply with its covenants under clause 2, the Disclosing Party may suffer loss of profits/revenues, loss of business opportunities and loss of goodwill/intellectual property rights and so may be entitled to injunctive relief. The Recipient hereby irrevocably indemnifies the Disclosing Party from and against any and all losses or damages that the Disclosing Party may suffer or incur as a result of any failure by the Recipient to comply with its covenants under clause 2.
4. This deed poll 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 New South Wales, Australia.

* * * *

EXECUTED as a deed poll.

Signed, sealed and delivered by SECRET SANTA and witnessed:		
Full Name	Capacity	Signature
SECRET SANTA	Covenantor	
	Witness	