### GERARD KELLY

And

**AUSTRALIAN PAYMENTS PLUS LTD**

(ABN 19 649 744 203)

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**CONFIDENTIALITY AND IP ASSIGNMENT DEED POLL**

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**THIS DEED POLL**

is made on 5 May 2025 by:

1. Gerard Kelly of 33/40 Applegum Crescent, Kellyville, NSW 2155 (the **Key Person**).

For the benefit of the following beneficiaries:

2. Australian Payments Plus Ltd ABN 19 649 744 203 (**Industry Partner**).

# RECITALS

1. The Key Person will be undertaking research for and on behalf of the Industry Partner (**the Arrangement**). As part of the Arrangement the key person will be provided with Confidential Information by the Industry Partner.
2. As part of this Arrangement, the Key Person is willing to:
3. enter into the confidentialty obligations contained within this Deed on an ongoing and permanent basis; and
4. waive any and all rights it may be otherwise entitled to in relation to any intellectual property rights connected to or arising from the Arrangement in accordance with the terms set out in this Deed.

# OPERATIVE PROVISIONS

1. interpretation
   1. **Definitions**

In this Deed:

**Confidential Information** means all confidential information pertaining to the Group which includes (but is not limited to) the Group’s: trade secrets; confidential know-how; policies, systems and protocols; information about the business and its affairs such as pricing information, marketing or strategic plans, commercial and business plans, financial information and data and operational information and methods; methodologies and supporting documentation; software products, manuals and associated tools; commercial information in relation to current and prospective operations; information about suppliers, dealers, clients or customers, such as their specific requirements, arrangements and past dealings; client lists, customer lists, supplier lists, dealer lists; prospective customer, client and supplier lists; business cards and diaries, calendars or schedulers and all other information obtained from the Group or obtained in the course of the Arrangement with the Industry Partner, that is by its nature confidential.

**Arrangement** has the meaning set out in Recital A.

**Group** means, jointly and severally:

* 1. the Industry Partner, and each of its officers, employees and agents; and
  2. any entity that is connected with the Industry Partner by a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Act 2001) or a joint venture partner, and each of their officers, employees and agents.

**Termination** means the termination of Arrangement, howsoever occurring.

1. Confidential Information
   1. Subject to clause 3, the Key Person agrees that both during the Arrangement and at all times after the Termination, the Key Person will not:
      1. disclose to any person any Confidential Information of or relating to the Group;
      2. use Confidential Information for personal gain or for the gain of any third party.
   2. The Key Person will ensure secure custody of Confidential Information in the Key Person’s possession or control and must use the Key Person’s best endeavours to prevent the use or disclosure of Confidential Information by any person.
   3. If the Key Person is uncertain about whether information constitutes Confidential Information, the Key Person must immediately ask Tim Johnson. Until the Key Person receives an answer, the Key Person must treat the information as if it were Confidential Information.
2. EXEMPTED DISCLOSURES
   1. The obligations in clause 2 do not apply to:
      1. information that is copied, used or disclosed in the proper course of the Key Person performing the Key Person’s duties for the Industry Partner;
      2. information that is copied, used or disclosed with the Industry Partner’s prior written consent;
      3. information that the Key Person is compelled by law to be disclose; or
      4. information that is in the public domain, other than through breach of this Deed.
3. intellectual property
   1. In this clause 4:

**Intellectual Property** means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trademark and confidential information including know-how and trade secrets, and any application or right to apply for registration of any of those rights.

**Moral Rights** has the meaning given to it in the *Copyright Amendment (Moral Rights) Act 2000* (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

**Works** means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials, and includes all literary, dramatic, musical and artistic works and cinematographic films in which copyright subsists.

* 1. All Intellectual Property rights arising in relation to any Works created or developed by the Key Person in connection with the Arrangement (whether alone or with others) will belong to the Industry Partner, and the Key Person agrees to immediately disclose to the Industry Partner all such Works.
  2. The Key Person acknowledges and agree to provide an unconditional and irrevocable consent to the Industry Partner that all Intellectual Property rights arising in relation to any Works created or developed by the Key Person, in relation to the Arrangement (whether alone or with others) are vested in the Industry Partner and, upon their creation, all such future rights will vest in the Industry Partner. The Key Person will execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights of the Industry Partner.
  3. The Key Person consents to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by the Key Person in the course of the Arrangement which might otherwise infringe the Moral Rights of the Key Person in any or all of those Works.

1. CONSEQUENCES of breach
   1. The Key Person acknowledges that any breach of this Deed by them may result in:
      1. claims for damages being made against the Key Person;
      2. claims for injunctive relief being made to prevent further breaches of the Deed; and
      3. the Key Person having this arrangement terminated immediately on the grounds that the Key Person has engaged in serious misconduct.
   2. The Key Person agrees that it is primarily liable for any loss suffered by the Industry Partner as a result of a breach of this Deed by them.
2. Governing Law and Jurisdiction
   1. This Deed is governed by and is to be construed in accordance with the laws in force in New South Wales.
   2. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of New South Wales and any Courts which have jurisdiction to hear appeals from any of those Courts and waives any right to object to any proceedings being brought in those Courts.
3. miscellaneous
   1. The Key Person warrants that the Key Person has given its consent and signed this Deed genuinely, and without being subjected to any duress by the Industry Partner or any third party, and without relying on any representations other than those expressly set out in this Deed.
   2. If any provision of this Deed at any time is or becomes void, voidable or unenforceable, the provisions shall be severed from the Deed and the remaining provisions of this Deed shall nevertheless continue to be in full force and effect.
   3. The provisions of this Deed will continue to operate notwithstanding the Termination.

**EXECUTED AS A DEED POLL:**

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| **Executed** by **Gerard Kelly** in the presence of |  |  |  |
|  | ← |  | ← |
| Signature of witness |  | Signature of **Gerard Kelly**  GERARD KELLY |  |
| Name of witness(print) |  | Name (print) |  |