**CONFIDENTIALITY AGREEMENT**

This **CONFIDENTIALITY AGREEMENT** is made this **4th of June 2024.**

**BETWEEN:**

**TRACTION GROUP PTY LTD (ABN: 43 115 076 205**) **and related entities (“Client”)**

**And**

**BTG International Services Pty Ltd (ABN:** **68 656 659 004)** (“**Information Partner**”).

**THE PARTIES AGREE:**

## Definitions

In this Agreement, unless the context otherwise requires:

“Confidential Information” means all the confidential information of a Party, including without limitation, the existence of this Agreement (and any other agreement concerning the Project) from time to time agreed between the Parties or negotiations between the Parties concerning the Project and any other records, documents, accounts, plans, formulae, and so on, relating to the affairs of the business of a Party of any subsidiary of a Party which from time to time is made available or becomes known or comes into the possession of the other Party to this Agreement.

“Discloser” means the Party providing any Confidential Information to the other Party in terms of this Agreement.

“Party” means Information Partner or Client.

“Project” means the Information Partner’s indirect tax analysis.

“Recipient” means, in relation to any Confidential Information, the Party to whom any Confidential Information is provided by a Discloser in terms of this Agreement and shall include that Party’s employees, agents, consultants and advisers to whom Confidential Information is provided by the Party or by the Discloser.

## Covenants

In consideration of the Discloser providing access to the Recipient of such of the Discloser’s Confidential Information relevant to the Project as the Discloser agrees from time to time, the Recipient hereby covenants and undertakes:

1. to treat all the Confidential Information as confidential, except to the extent that at the time of its receipt it:

a) was known to the Recipient from another source; or

b) was in the public domain.

2. The Recipient will not without the consent of the other Party disclose the Confidential Information to any person other than an employee or professional adviser, nor will the Recipient use it for its own benefit or for the benefit of any third party.

3. The Recipient will limit the disclosure of the Confidential Information to those employees and advisers who require it and then only to the extent necessary to carry out the activities relevant to the Project.

4. The Recipient will obtain from each employee and adviser to whom disclosure is made an undertaking to keep the Confidential Information in confidence and not to use the Confidential Information for his/her own benefit or the benefit of a third party.

5. The Recipient agrees that all Confidential Information provided by the Discloser to the Recipient will be safely and securely stored when not in use and will remain the exclusive property of the Discloser and all originals and copies thereof will be returned to the Discloser or destroyed at its request.

1. It is the purpose of this agreement to protect a Party’s property and equitable rights in the Confidential Information, and it is understood that the obligations provided for in this Agreement will survive from the date of execution of this Agreement until three years from the later of: -
2. The conclusion of any negotiations between the Parties concerning the Project; and
3. The termination of any agreement entered into between the Parties after the date of this Agreement concerning the Project.

For the purposes of this Agreement, information will not be regarded as being in the public domain by reason only of the fact that some portion of the information is public, or that information is publicly available which, together with other information, could be used to produce the Confidential Information.

**EXECUTED** by the parties

**SIGNED** for and on behalf of the )

**Client** by its duly)

authorised Delegate: )

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Remon Artillaga )

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Name (printed) )

in the presence of: ) ……………………………………………

Delegate’s signature

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**SIGNED** for and on behalf of the )

**Information Partner** by its duly)

authorised Delegate: )

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Nabil Chammas )

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Name (printed) )

in the presence of: ) ……………………………………………

Delegate’s signature

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