



Confidentiality Deed



THIS DEED dated this day of your panellist registration

PARTIES:

KANTAR INSIGHTS AUSTRALIA PTY LTD Trading As YOUR SOURCE (ABN84 106 925 866) (Donor)

You (Respondent), as an agreed Member of the Your Source Research Community and Panel

INTRODUCTION

- A. The Donor owns the Confidential Information as defined in this Deed.
- B. The Donor will disclose to the Recipient certain information to enable the Recipient to participate in market research activities and other related surveys and activities (the Market Research). The Donor does so upon the Recipient's express undertaking to retain in confidence all information the Recipient may gain or the Donor may disclose to the Recipient concerning the Market Research.

IT IS AGREED

1. INTERPRETATION

1.1. In this Deed, unless otherwise indicated by the context:

- (a) Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Australia; and
- (b) Confidential Information means all information of whatever kind relating to the Donor's proposals regarding the Market Research disclosed by the Donor to the Recipient prior to, at or after the execution of this Deed by the Recipient and includes:
 - (i) all statements whether oral or in writing made prior to, at or after the execution of this Deed by the Donor and any employees, agents or consultants thereof;
 - (ii) any other information or knowledge of the Donor disclosed to the Recipient during the course of gaining access to information relating to the Market Research; and
 - (iii) all information or knowledge acquired by the Recipient as a result of the Donor permitting the Recipient to have access to any Confidential Information.

1.2. In this Deed, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Deed;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Deed;
- (d) where any word or phrase is given a definite meaning in this Deed, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

- (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (i) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (j) including and similar expressions are not words of limitation.

2. CONFIDENTIALITY

In consideration of the Donor providing the Recipient with access to certain Confidential Information and subject to clause 3, the Recipient agrees to:

- (a) treat the Confidential Information as subject to a duty of confidence and will only use the Confidential Information for the purpose of participating in the Market Research conducted by the Donor. The Recipient will not use the Confidential Information for any other purpose including competing against the Donor or acting on behalf of any person competing against the Donor in relation to the Donor's business and the Market Research;
- (b) except as is permitted specifically under this clause, not in any other way use the Confidential Information without the Donor's prior written consent;
- (c) take at the Recipient's sole expense whatever steps the Donor may consider necessary to enforce the duty of confidence against any person to whom the Confidential Information has been disclosed by the Recipient and who is in breach of that duty;
- (d) not disclose the Confidential Information to any person;

3. OBLIGATIONS NOT TO APPLY

The obligations of the Recipient under clause 2 will not apply to any of the Confidential Information which:

- (a) the Recipient (or any of the Recipient's employees or professional advisers) is (or are) required by statute or law (including the Listing Rules of the Australian Stock Exchange Limited) to disclose, reproduce, use or disseminate, subject to reasonable written prior notice being given to the Donor;
- (b) is in or enters the public domain, otherwise than as a result of a breach by the Recipient of the Recipient's duty hereunder or disclosure by any person receiving the Confidential Information from the Recipient; or

(c) is established by means of written records and otherwise to the satisfaction of the Donor as already known to the Recipient prior to the date of this Deed.

4. SAFE KEEPING AND RETURN OF CONFIDENTIAL INFORMATION

4.1. The Recipient will ensure that all written material provided by the Donor to the Recipient to facilitate the Market Research is safely and securely stored when not in use. The Recipient acknowledges that such material including all copies thereof remains the absolute and exclusive property of the Donor.

4.2. Upon written demand by the Donor, the Recipient will, within 7 days of receipt of such demand, return to the Donor all Confidential Information received by the Recipient and any copies of the Confidential Information that the Recipient has made (whether the Donor has authorised the Recipient to make such copies or not). The Donor will keep that list confidential and will not use or disclose its contents without the prior written consent of the Recipient or unless it is established that such use or disclosure is necessary to enforce the Donor's rights as a result of a breach of this Deed and/or the duty of confidence herein referred to.

5. RIGHTS NOT TO BE ASSIGNED

The Recipient will not assign or transfer all or any part of his rights or obligations under this Deed.

6. INDEMNIFICATION

The Recipient indemnifies the Donor against any loss, damage, cost (including legal costs on a solicitor-client or full indemnity basis whichever is the higher) or expense suffered or incurred by the Donor directly or indirectly in connection with or arising out of or as a result of a breach by the Recipient or the Recipient's directors, officers, agents, relatives, employees of the Recipient or professional advisers of any of the terms of this Deed.

7. FAILURE TO ENFORCE NOT TO AFFECT VALIDITY

The failure of the Donor at any time to enforce any of the provisions of this Deed or any rights in respect hereto or to exercise any election herein provided will not be a waiver of those provisions, rights or elections or affect the validity of this Deed.

8. COSTS AND DISBURSEMENTS

8.1. Each party must pay its own legal costs and disbursements in relation to the negotiation, preparation and completion of this Deed and other documents referred to in it, unless expressly stated otherwise.

8.2. The Recipient must pay all duty (including all fines, interest and penalties except those arising from the default of another party) in respect of this Deed and any transactions contemplated under this Deed or otherwise arising out of, or incidental to, this Deed.

9. NOTICES

9.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:

(a) delivered personally;

- (b) sent by pre-paid mail to the address of the addressee specified in this Deed; or
 - (c) sent by email to the email of the addressee.
- 9.2. A notice or other communication is taken to have been given (unless otherwise proved):
 - (a) if mailed, on the second Business Day after posting; or
 - (b) if sent by email before 4pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- 9.3. A party may change its address for service by giving notice of that change in writing to the other parties.
- 10. WAIVER OR VARIATION
- 10.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 10.2. The exercise of a power or right does not preclude:
 - (a) its future exercise; or
 - (b) the exercise of any other power or right.
- 10.3. The variation or waiver of a provision of this Deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- 11. GOVERNING LAW AND JURISDICTION
- 11.1. This Deed is governed by the laws of Australia.
- 12. FURTHER ASSURANCE
- Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.
- 13. WHOLE AGREEMENT
- In relation to the subject matter of this Deed:
 - (a) this Deed is the whole agreement between the parties; and
 - (b) this Deed supersedes all oral and written communications by or on behalf of any of the parties.
- 14. NO RELIANCE ON WARRANTIES AND REPRESENTATIONS
- In entering into this Deed, each party:
 - (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Deed made by any person; and
 - (b) has relied entirely on its own enquiries in relation to the subject matter of this Deed. This clause does not apply to warranties and representations that this Deed expressly sets out.
- 15. SEVERANCE

If any part of this Deed is invalid or unenforceable, this Deed does not include it. The remainder of this Deed continues in full force.

16. NO MERGER

Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

17. CONSENTS AND APPROVALS

Where this Deed gives any party a right or power to consent or approve in relation to a matter under this Deed, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

EXECUTED AS A DEED. EXECUTED for and on behalf of

KANTAR INSIGHTS AUSTRALIA PTY LIMITED trading as YOUR SOURCE (ABN 84 106 925 866) in accordance with Section 127(1) of the Corporations Act 2001.

Your registration as an agreed Member of the Your Source Research Community and Panel is formal acceptance of the disclosed Terms of Service (located at www.opinionspaid.com) as well as this confidentiality deed.