

NON-DISCLOSURE CONTRACT

Between:

Power and Water Corporation

and

DETAILS OF PARTIES AND SIGNING

We, Us, Our Power and Water Corporation ABN 15 947 352 360	You, Your ABN / ACN:
NOMINATED CONTACT:	NOMINATED CONTACT:
CONTACT PHONE:	CONTACT PHONE:
CONTACT E-MAIL:	CONTACT E-MAIL:
.....
SIGNATORY'S NAME:	SIGNATORY'S NAME:
SIGNATORY'S POSITION:	SIGNATORY'S POSITION:
SIGNING DATE:	SIGNING DATE:

KEY INFORMATION

**Confidentiality Period:*

commencing on the

**Purpose:*

1. UNDERSTANDING THIS CONTRACT

- 1.1 Words and acronyms that have a defined meaning in this contract are preceded by an asterisk and are italicised, for example **Discloser*. Their respective meanings are provided in the glossary that is provided in the schedule.

2. WITH WHOM CAN YOU SHARE IT?

- 2.1 The **Receiver* may share the **Confidential Information* with its **Permitted Receivers*, but only if they:
- (a) Need to know it, and only use it, for the **Purpose*, and
 - (b) Have agreed to keep it confidential and restrict its use to the same extent that the **Receiver* has.
- 2.2 The **Receiver* is liable for its breach of this contract and any act or omission by a **Permitted Receiver* which would constitute a breach of this contract if it were a party to it.
- 2.3 The **Receiver* may share the **Confidential Information* if required by law or regulation, but must promptly notify the **Discloser* of the requirement if allowed by law or regulation.

- 2.4 If **We* are the **Receiver*, **We* may share the **Confidential Information* where we are requested to do so by:

- (a) The Northern Territory of Australia,
- (b) A Minister, Cabinet or the Legislative Assembly of the Northern Territory of Australia,
- (c) A committee of the Legislative Assembly of the Northern Territory of Australia, or
- (d) Any Northern Territory public-sector agency where required to meet any of **Our* reporting obligations or for any other government business or initiative relating to or in connection with **Our* business or operations.

3. WHAT ARE THE RECEIVER'S OBLIGATIONS?

- 3.1 The **Receiver* must:
- (a) Only use the **Confidential Information* for the **Purpose*,
 - (b) Keep the **Confidential Information* secure and confidential and only disclose it as allowed by this contract,

- (c) Promptly notify the **Discloser* if it becomes aware of a breach of this contract, and
- (d) Within 30 days of the **Discloser's* request, take reasonable steps to destroy or erase any **Confidential Information* it holds, except the **Receiver* may retain copies of **Confidential Information*:
 - (i) That are securely stored in archival or computer back-up systems,
 - (ii) To meet legal or regulatory obligations, or
 - (iii) In accordance with bona fide record retention policies,

In each case, subject to this contract's terms.

- 3.2 The **Receiver* indemnifies the **Discloser* from and against all damages, costs, losses, expenses and other liabilities that the **Discloser* suffers or incurs from or in connection with any breach of this contract by the **Receiver*. For the avoidance of doubt, neither party is entitled to any special, consequential, indirect, punitive or exemplary damages as a result of a breach of this contract, whether a claim is asserted in contract, tort, or otherwise.

4. HOW LONG DO THE OBLIGATIONS LAST?

- 4.1 The **Receiver's* obligations in relation to **Confidential Information* start on the date **Confidential Information* is disclosed and last until the end of the **Confidentiality Period*.
- 4.2 A party may terminate this contract with 30 days' prior written notice, but termination will not affect the parties' obligations in relation to **Confidential Information* disclosed before termination, which continue until the **Confidentiality Period* expires.

5. OTHER IMPORTANT INFORMATION

- 5.1 **Notices:** Formal notices under this contract must be in writing and sent to the email addresses in the 'Details of parties and signing' section of this contract, or as may be updated by a party to the other in writing.
- 5.2 **Third parties:** Except for the **Affiliates* of the **Discloser*, no one other than a party to this contract has the right to enforce any of its terms.
- 5.3 **Disclaimer:** The **Discloser* makes no representation or warranty as to the accuracy or completeness of the

**Confidential Information* and the **Receiver* has made its own assessment in this regard.

- 5.4 **Entire agreement:** This contract supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and no party has relied on any statement or representation of any person in entering into this contract.
- 5.5 **Amendments:** Any amendments of this contract must be agreed in writing.
- 5.6 **Assignment:** No party can assign this contract to anyone else without the other party's written consent.
- 5.7 **Waiver:** If a party fails to enforce a right under this contract that is not a waiver of that right at any time.
- 5.8 **Equitable relief:** The **Discloser* may seek injunctive relief or specific performance to enforce its rights under this contract.
- 5.9 **Counterparts:** This contract may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this contract.
- 5.10 **Governing law:** The **Governing Law* (excluding any conflicts of laws principles) applies to this contract and all related issues.
- 5.11 **Dispute resolution:** Any dispute arising in connection with this contract will be resolved by the **Dispute Resolution Method*.
- 5.12 **Ring-Fencing Guideline** has the same meaning as in the document titled 'Ring-fencing information for service providers' found on **Our* website (see <https://www.powerwater.com.au/ring-fencing/home>). **You* acknowledge that **We* must comply with the Ring-Fencing Guideline and **You* will do so as well. This includes:
- (a) Dealing with any **Confidential Information* that **We* disclose strictly in compliance with the Ring-Fencing Guideline as if you were acting as **Us*,
 - (b) Not engaging in any conduct that, if engaged in by **Us*, would be a breach of **Our* obligations under the Ring-Fencing Guideline,
 - (c) Notifying **Us* in writing as soon as you become aware of a material breach of **Your* obligations under this clause, and
 - (d) Co-operating and providing all assistance as reasonably required by **Us* to ensure that **We* can comply with **Our* obligations under the Ring-Fencing Guideline.

SCHEDULE: GLOSSARY OF DEFINED TERMS

DEFINED TERM/ACRONYM	MEANING
<i>*Affiliates</i>	Any “Related Bodies Corporate” as that term is defined in the <i>Corporations Act 2001 (Cth)</i> and in <i>*Our</i> case includes any “subsidiary” as that term is defined in the <i>Government Owned Corporations Act (NT)</i> .
<i>*Confidential Information</i>	<p>Information that is disclosed:</p> <ul style="list-style-type: none"> (i) By a <i>*Discloser</i> or on the <i>*Discloser’s</i> behalf by its authorised representatives or its <i>*Affiliates</i>, (ii) To the <i>*Receiver</i>, or the <i>*Affiliates</i> of the <i>*Receiver</i> or <i>*Permitted Receivers</i>, and (iii) In connection with the <i>*Purpose</i>. <p>For the avoidance of doubt, <i>*Confidential Information</i> does not include information that is:</p> <ul style="list-style-type: none"> (i) In the public domain not by breach of this contract, (ii) Known by the <i>*Receiver</i> or its <i>*Permitted Receivers</i> at the time of disclosure, (iii) Lawfully obtained by the <i>*Receiver</i> or its <i>*Permitted Receivers</i> from a third party other than through a breach of confidence, (iv) Independently developed by the <i>*Receiver</i>, or (v) Expressly indicated by the <i>*Discloser</i> as not confidential.
<i>*Confidentiality Period</i>	The period described in the ‘Key information’ section of this contract.
<i>*Discloser</i>	A party to this contract who discloses <i>*Confidential Information</i> , or on who behalf <i>*Confidential Information</i> is disclosed by its authorised representatives or its <i>Affiliates</i> .
<i>*Dispute Resolution Method</i>	Legal action in the courts of the Northern Territory of Australia.
<i>*Governing Law</i>	The law of the Northern Territory of Australia.
<i>*Permitted Receivers</i>	<p>Any one or more of:</p> <ul style="list-style-type: none"> (i) The <i>*Affiliates</i> of the <i>*Receiver</i>, (ii) Officers, employees and professional advisers of the <i>*Receiver</i> or its <i>*Affiliates</i>, and (iii) Other persons nominated by the <i>*Receiver</i> and approved by the <i>*Discloser</i> in writing.
<i>*Purpose</i>	The purposed described in the ‘Key information’ section of this contract.
<i>*Receiver</i>	A party to this contract to whom <i>*Confidential Information</i> is disclosed
<i>*Start Date</i>	The date on which the last party to sign this contract signs it.
<i>*We, *Us, *Our</i>	Power and Water Corporation.
<i>*You, *Your</i>	The party whose details appear in the ‘Details of parties and signing’ section of this contract.

END OF DOCUMENT