

Confidentiality Deed

TO AND IN FAVOUR OF:

Name Beachside Holiday Park Limited
NZBN 9429035935612

Short form name **Company**

Notice details 43 Rawhiti Terrace,
Kelburn, Wellington,
New Zealand
Att; David & Anna Mann
davemannworkroom@icloud.com

MADE AND GIVEN BY:

Name _____

Short form name **Recipient**

Notice details _____

Background

The Disclosing Parties have agreed to disclose Confidential Information to the Recipient, and the Recipient has agreed to keep that information secret, in accordance with the terms of this deed.

1. Defined terms & interpretation

1.1 In this deed:

Authorised Persons means:

- (a) the officers, employees, agents, shareholders, advisers, consultants and contractors of the Recipient or its related bodies corporate;
- (b) any other person with prior written approval of the Company (and such approval may or may not require the person to sign a confidentiality deed in the same or similar form to this deed),

to whom Confidential Information is disclosed under clause 2.2.

Business Day means:

- (a) for receiving a notice under clause 7, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is sent; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Confidential Information means, whether provided before or after the date of this deed or whether or not in material form:

- (a) all information of, related to or connected with the Proposed Transaction;
- (b) all other information of a confidential or proprietary nature directly or indirectly disclosed by or on behalf of the Company to the Recipient or an Authorised Person;
- (c) any note, calculation, conclusion, summary, record or other material based on, or derived or produced partly or wholly from, or incorporating any of, the information referred to in paragraphs (a) to (B) inclusive; and
- (d) copies of the information and material referred to in paragraphs (a) to (C) inclusive

Disclosing Parties means the Company, any agent, consultant or adviser of the Company and any of their respective officers, employees, agents or consultants and **Disclosing Party** means each of them.

Permitted Purpose means the review of the Confidential Information for the continuation of discussions with the Company around the Proposed Transaction.

1.2

Proposed Transaction means the Acquisition of the Paihia TOP 10 Holiday Park land and business.

In this deed, except where the context otherwise requires:

- (a) 'party' means the Company and the Recipient;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) an agreement, covenant or other obligation made or given in favour of more than one party, may be enforced by any one of those parties;
- (d) headings are for ease of reference only and do not affect interpretation.

2. Disclosure and use of Confidential Information

2.1

In consideration for the Disclosing Parties disclosing Confidential Information to the Recipient, the Recipient agrees:

- (a) to use all Confidential Information solely for the Permitted Purpose;
- (b) to keep confidential all Confidential Information (subject to disclosure permitted under clause 2.); and
- (c) to comply with this deed.

2.2

The Recipient may disclose Confidential Information only to those Authorised Persons who:

- (a) have a need to know (but only if and to the extent that they have a need to know) for the Permitted Purpose; and
- (b) are aware that Confidential Information must be kept confidential.

3. Exclusions

The obligations of confidentiality under this deed do not extend to information which:

- (a) is rightfully known to or in the possession or control of the Recipient or an Authorised Person and not subject to an obligation of confidentiality on the Recipient or that Authorised Person;
- (b) is public knowledge (except because of a breach of this deed or the obligations of confidentiality under this deed); or
- (c) the Recipient or an Authorised Person is required by law, regulation or securities exchange to disclose.

4. Acknowledgment

The Recipient acknowledges for itself and for each Authorised Person that:

- (a) it is aware that breach of this deed may result in the Company and its related bodies corporate suffering

- damage, for which damages may not be an adequate remedy; and
- (b) in the event of a suspected or actual breach of this deed or any obligation of confidentiality under this deed, the Company may seek and obtain injunctive relief or an order for specific performance of the terms of this deed and any other equitable relief for any threatened or actual breach of this deed.

5. Disclaimer

5.1 Neither the Company nor any other Disclosing Party represents or warrants that any information (including Confidential Information) directly or indirectly provided by or on behalf of the Company to the Recipient or any Authorised Person is accurate or complete or that reasonable care has been taken in its preparation. The Recipient and each Authorised Person must make and rely upon its own evaluation of that information.

5.2 Except to the extent required by law, the Company is not liable for direct or indirect damage arising in any way out of the use by the Recipient or any Authorised Person of information (including Confidential Information) directly or indirectly provided by or on behalf of the Company.

6. Termination

6.1 (a) The Company may terminate this deed at any time with immediate effect by giving written notice to the Recipient.

(b) Subject to clause 6.1(a), this deed will terminate on the first anniversary of the date of this deed.

6.2 On termination of this deed, the Recipient's right, and the right of all Authorised Persons, to use Confidential Information ceases and the Recipient must, and must procure that all Authorised Persons, immediately, at the Company's option:

- (a) return to the Company, and certify in writing to the Company the return of; or
- (b) destroy, and certify in writing to the Company the destruction of,

all Confidential Information and copies of Confidential Information in the Recipient's and each Authorised Person's possession or control other than any information it is required by law, regulation or securities exchange, or for the Recipient's internal credit, risk or corporate governance purposes, to retain.

7. Notices and other communications

7.1 A notice, demand, consent, approval or communication under this deed (Notice) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

7.2 A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting ; and
- (c) if sent by email, when delivered or transmitted by email (and the sender does not receive an email delivery failure notification),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

8. Miscellaneous

8.1 This deed may be altered only in writing signed by each party.

8.2 Except where this deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

8.3 A party must not assign this deed or a right under this deed without the prior written consent of the other party.

8.4 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

8.5 Except where this deed expressly states otherwise, it does not create a relationship of employment, agency or partnership between the parties.

8.6 This deed is governed by the law of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts on any basis.

Executed as a deed by

.....

Name

Title

Date:.....