

PERSONNEL DEED

This is a legally binding deed poll by the individual whose name appears at the end of this deed (**You**), in your own right, in favour of the company identified at the end of this deed (**the Company**) and its subsidiaries (if any).

The background to this document is that You wish to perform work for Company, whether as an employee, contractor or through any third party (**Your Engagement**). Before you do so, however, the Company requires that you give binding undertakings regarding:

- compliance with the directions and policies of the Company;
- confidentiality; and
- ownership of intellectual property and moral rights.

1. COMPLIANCE WITH DIRECTIONS AND POLICIES

You must comply with all directions and policies of the Company drawn to your attention from time to time (including those relating to discrimination and harassment, occupational health and safety and the environment) and any additional statutory requirements.

2. CONFIDENTIALITY

2.1 Meaning of “Confidential Information”

In this document “Confidential Information” means any information that is obtained, developed or created by You during or in relation to Your Engagement, including:

- financial, technological, strategic or business information;
- research, development, operational, legal, marketing or accounting information;
- information about software, other technology or intellectual property;
- pricing, customer or supplier information, or
- any other information connected with the business of the Company,

whether relating to the Company or any other person (such as a client of the Company) and whether owned by or licensed to the Company, unless it is already public knowledge when it is disclosed to You, or becomes public knowledge after it is disclosed to You other than because of a breach of confidentiality by You.

2.2 You must keep Confidential Information confidential

You must hold the Confidential Information in strict confidence and must take all steps necessary to preserve its confidentiality. You may only disclose Confidential Information to another person if You obtain written permission from the Company and the recipient executes a document similar to this. You must not use or copy any Confidential Information in any way except as is legitimately required as part of Your Engagement. If the Company is subject to any restrictions on the disclosure or use of any Confidential Information, then You must not breach any of those restrictions.

2.3 Return of Confidential Information

If Your Engagement ends, or if requested earlier by the Company, then You must immediately deliver to the Company all forms of any Confidential Information under Your possession, power or control. You must confirm in writing promptly when You have done so.

3. INTELLECTUAL PROPERTY AND MORAL RIGHTS

3.1 Ownership

You must not copy any other work (including any software), or infringe the intellectual property of any third party, in the course of Your Engagement. All intellectual property in, or relating to,

or arising out of, Your Engagement (including all copyright in any software or documents You develop or provide) is hereby assigned to the Company. You hereby appoint each director of the Company as Your attorney to execute any document necessary or desirable to give effect to that assignment.

3.2 Moral rights

You consent, in relation to all works that you make during Your Engagement, to:

- the Company omitting an attribution to You from any reproduction, publication, performance, communication or adaptation of any work; and
- the Company doing anything (including distorting, destroying, mutilating, altering or exhibiting) in relation to any work, without regard to Your honour or reputation.

4. MISCELLANEOUS

In this document: all references to the Company include references to the Company's subsidiaries (if any); all references to intellectual property include copyright, patents, inventions and discoveries, whether registered or not; and "including" and similar expressions are not words of limitation.

This document is entirely separate from any employment or other agreement between the Company and You. This document operates from the date of commencement of Your Engagement or the date of this document, whichever is earlier. All of Your obligations under this document will continue even if Your Engagement ends. To the extent that this document is void or unenforceable, it must be read down to the minimum extent necessary to make it valid and enforceable.

**Company name
(including ACN / ABN):** _____

Company address: _____

EXECUTED AS A DEED POLL:

Individual's name: _____

Individual's address: _____

Date: _____

**Signed, sealed and
delivered by the
individual:**)
)
)

Individual's signature

Witness signature: _____

Witness name: _____