

## 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 perform, or wish to perform, work for Company, either as an employee or individual contractor (**your Engagement**) and that the Company requires that you give binding undertakings in connection with your Engagement 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 in the course of, 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 or supplier 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,

