



Version - December 2012

CAPITAL RAISING CONFIDENTIALITY AGREEMENT

Parties may agree to apply the terms set forth below (the Terms) to information being made available by or on behalf of one party (the Provider) to the other party (the Recipient) or its representatives by entering into a Confirmation in the form attached hereto or in another form (a Confirmation). In these Terms:

Affiliate means, in respect of any person, any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; where 'control' (including the terms 'controlling', 'controlled by' and 'under common control with') means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise.

Approved Syndicate Member means a member of a selling syndicate for a Proposed Transaction approved by the Discloser.

Confidential Information means oral or written information that is made available by or on behalf of the Provider to the Recipient (or, at the direction of the Recipient, to a Representative) in connection with the Permitted Use and is either (i) specified in a Confirmation, or (ii) identified as confidential at or prior to the time it is made available, and in either case any documents or records prepared by the Recipient or its Representatives reflecting such information.

Permitted Use means the use specified in a Confirmation.

Proposed Transaction means any proposed transaction described in a Confirmation in connection with which Confidential Information is furnished under the terms hereof.

Representatives means the Recipient's Affiliates and the partners, directors, officers, employees, and external legal or other professional advisers of the Recipient and its Affiliates, and an Approved Syndicate Member, subject in each case to any limitations specified in a Confirmation.

In consideration of the disclosure of Confidential Information by the Provider to the Recipient, each agrees and undertakes from the Effective Date (as defined in the Confirmation) to the other as follows:

1 Duty of Confidentiality

- 1.1 Confidential Information will be used solely in connection with the Permitted Use. The Recipient will hold the Confidential Information in strict confidence and will not (a) copy or reproduce it except to the extent necessary in connection with a Permitted Use or (b) disclose or distribute any of it to any person other than to its Representatives, to the extent they need access to Confidential Information in connection with the Permitted Use.
- 1.2 The Recipient will ensure that any Representative who receives any Confidential Information is aware of the Recipient's confidentiality obligations and will require such Representative to maintain the confidentiality of Confidential Information on these Terms. The Recipient will be responsible if such Representative other than an adviser of the Recipient or its Affiliate or any Approved Syndicate Member (if applicable) fails to comply with these Terms.

2 Exceptions

- 2.1 The term 'Confidential Information' does not include any information that (a) is in the public domain or comes into the public domain other than through breach of these Terms; (b) was already in the possession of the Recipient or its Representatives at the Effective Date except as a result of a prior confidential disclosure to the Recipient by the Discloser in relation to the Proposed Transaction; (c) subsequently comes into the possession of the Recipient or its Representative from a third party who is not known by the Recipient or Representative to owe the Provider an obligation of confidence in relation to it; or (d) is developed by the Recipient or its Representative independently of, and without reference to, any Confidential Information received hereunder.
- 2.2 In the event that any Confidential Information is legally required to be disclosed, the Recipient shall give to the Provider, to the extent practicable and if lawfully permitted to do so, prompt prior written notice of such requirement so that the Provider may seek a protective order or other remedy. In the event that such protective order or other remedy has not been obtained and the Recipient reasonably forms the view that it is legally compelled to disclose any of the Confidential Information, the Recipient may, without liability hereunder, disclose only such Confidential Information as is so required.
- 2.3 In the event that access to or delivery of any Confidential Information is requested of the Recipient or its Representatives by an administrative, regulatory, self-regulatory or supervisory authority, body or committee, or stock exchange, having appropriate jurisdiction, the Recipient shall give to the Provider, to the extent practicable and if lawfully permitted to do so, prompt written notice of such request, but may comply with such request.
- 2.4 Nothing in this agreement prohibits or restricts the Recipient or any of its Affiliates from (a) complying with all applicable laws and disclosure principles in relation to the Proposed Transaction, or (b) using any documents or other information in connection with any investigation, claims or actions (including without limitation made or threatened by any third parties) in connection with the Proposed Transaction.

3 Return/Destruction of Confidential Information

Upon the written request of the Provider and to the extent practicable, lawful and consistent with its internal record retention procedures, the Recipient (a) shall in its discretion either return to the Provider or destroy all documents (and any information stored in any electronic or other medium) containing Confidential Information received from the Provider which is within its possession or control, and (b) shall deliver to the Provider a confirmation that the obligations contained in this paragraph have been complied with.

4 General

- 4.1 Without affecting any other rights or remedies, the Provider and the Recipient acknowledge that the Provider may be irreparably harmed by any breach of these Terms and that damages alone may not be an adequate remedy. Accordingly, the Provider will be entitled to seek the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of these Terms, and no proof of special damages will be necessary to enforce these Terms.
- 4.2 The Provider and the Recipient acknowledge and agree that the disclosure of Confidential Information hereunder shall not affect the Provider's property rights in that Confidential Information. The Provider represents to the Recipient that the Provider has the right to disclose any Confidential Information to Recipient.
- 4.3 These Terms, as adopted in a Confirmation, may not be varied or terminated without the prior written consent of the Provider and the Recipient.
- 4.4 These Terms will be governed by and construed in accordance with the governing laws of the place specified in a Confirmation (without reference to choice of law doctrine).
- 4.5 The obligations of the Recipient under a Confirmation will expire on the Termination Date specified in that Confirmation.
- 4.6 A Confirmation may be signed in counterparts and may be delivered by facsimile or other electronic medium.
- 4.7 A failure or delay in exercising any right, power or privilege under these Terms or a partial exercise thereof will not be presumed to preclude any subsequent or further exercise thereof.
- 4.8 Nothing in these Terms or the receipt of Confidential Information by a Recipient or its Representatives gives rise to any duties or relationships (fiduciary or otherwise) which prevent or hinder the Recipient or its Representatives acting on behalf of other clients or for their own account.

Confirmation

Dated:

This will confirm that the Recipient will afford confidential treatment to Confidential Information in accordance with the Australian Financial Markets Association Confidentiality Terms (2012), except as modified hereby, as specified below:

Confidential Information Information identified as confidential at or prior to the time it is made available

As specified below:

Permitted Use:

Limitation of Disclosure to Representatives Describe limitations on disclosure of Confidential Information to any Representatives:

Governing law

Effective Date

Termination Date: [_____ from the date hereof]

[Other: _____]

Provider: _____

By: _____

Agreed and acknowledged:

Recipient: _____

By: _____