

Confidentiality Agreement

You have expressed an interest in participating in the Tender process and receiving the associated documents containing information which will enable you to investigate the opportunity to purchase 79 Carbine Road and 10 Clemow Drive, Mt Wellington, Auckland, New Zealand (**'Express Purpose'**). We agree to provide information to you for the Express Purpose on the terms set out in this document.

Confidential Information

- 1 The information provided to you will include Confidential Information.
- 2 Confidential Information includes:
 - a any information provided by us (**'Bayleys Real Estate Limited, , and Akarana Exports Limited'**) or any of our representatives, being directors, officers, employees, agents, contractors, financiers, professional advisers or any related companies (**'Representatives'**), to you or any of your Representatives, or otherwise obtained by you or any of your Representatives (whether obtained before or after execution of this document) in connection with the Express Purpose or us in any way;
 - b the fact that Confidential Information may be or has been provided by us;
 - c the purpose of the disclosure of the Confidential Information, including the existence of or discussions relating to any transaction or potential transaction to which the disclosure relates; and
 - d the terms of this document.
- 3 Confidential Information does not include information that is in or becomes part of the public domain (other than through a breach of this document or an obligation of confidence owed to us or any of our related companies by you or any of your Representatives) or which you can prove was independently acquired or developed by you without breaching this document.

Obligations of confidence

- 4 You acknowledge that the Confidential Information is valuable to us. You must, subject to the terms of this document, comply with the following obligations at all times:
 - a You must keep the Confidential Information secret and preserve its confidential nature and must not use the Confidential Information for any purpose other than the Express Purpose.
 - b You must not disclose or permit the disclosure of the Confidential Information to any person other than:
 - i to your Representatives who need to know the information for the Express Purpose; or
 - ii to the extent that disclosure is required by law; or
 - iii with our prior written consent.
 - c You must ensure that all of your Representatives who are provided with Confidential Information are made aware that the Confidential Information must be kept confidential and that they must not do or fail to do anything that, if done or not done by you would result in a breach of your obligations under this document.

- d You must protect the Confidential Information against unauthorised access, use or disclosure and immediately notify us of any unauthorised access to, use or disclosure of the Confidential Information, and comply with any reasonable direction from us in relation to the protection of the Confidential Information.
- e You must not re-produce or electronically store any Confidential Information without our prior written consent.

Nature of the Confidential Information

- 5 At our request you must immediately return to us or destroy all material containing Confidential Information in your possession, power or control, including any material created or generated by you from the Confidential Information.
- 6 We make no representations or warranties in relation to the Confidential Information, including the completeness of any Confidential Information provided. To the maximum extent permitted by law, we disclaim all liability for any loss or damage suffered by any person using, disclosing, relying or acting on any information disclosed by us or any of our Representatives.

Indemnity

- 7 You shall indemnify us against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind that we may suffer or incur as a result of any breach of this deed by you or by any person who has received any Confidential Information from or through you.

General

- 8 Your obligations in this document continue to apply other than to the extent that we specifically release you in writing from any such obligations.
- 9 The agreement set out in this document is governed by and must be construed in accordance with New Zealand law.
- 10 For the purposes of the Contracts (Privity) Act 1982, the agreements and undertakings given by you under this document are given for the benefit of us, or our Representatives, and are enforceable at the suit of any of them.

Duration of obligations of confidence

- 11 The terms of this document shall apply until you and we agree that your obligations under this document shall cease.

Please click '**I have read and agree to the Confidentiality Agreement**' to confirm your acceptance of its terms and your agreement not to do anything that would constitute a breach of this document.