**Confidentiality Deed Poll**

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| **Sydney Airport Corporation Limited** **Locked Bag 5000****Sydney International Airport** **NSW 2020** **The Nigel Love Building** **10 Arrivals Court** **Sydney International Airport** **NSW 2020 Australia** **T 61 2 9667 9111****sydneyairport.com.au** |

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**This Deed Poll dated 2019**

By

[***Recipient Company Name***] [*ACN*] of [Address] (**Recipient**)

In favour of

**Sydney Airport Corporation Limited** (ACN 082 578 809) (**Sydney Airport**)

Background

Sydney Airport has agreed to Disclose its Confidential Information to the Recipient on the terms of this document.

Undertaking

## **Confidentiality Obligation**

Subject to clauses 2 and 3, the Recipient must:

(a) treat as confidential, and keep confidential, any Confidential Information; and

(b) not copy, duplicate or otherwise reproduce any Confidential Information, without the prior written consent of Sydney Airport, except as is necessary to fulfil its obligations in respect of the Permitted Purpose and only then if those copies or duplicates are used in accordance with this document.

## **Permitted Purpose**

The Recipient may only use the Confidential Information Disclosed to it for the Permitted Purpose, and not for any other purpose, including any purpose that may adversely affect Sydney Airport or its business.

## **Permitted Disclosure**

The Recipient must not Disclose Confidential Information other than:

(a) to its Personnel (on a need to know basis), legal advisers, financial advisers and auditors;

(b) with the prior written consent of Sydney Airport; and

(c) to the extent:

(i) required by any law, any statutory body, the rules of any stock exchange, or any applicable accounting standards; or

(ii) ordered by any court, and

having, to the extent practicable, consulted with Sydney Airport with a view to agreeing the form, content, timing and manner of Disclosure.

## **Disclosure to other persons**

If the Recipient is permitted to Disclose Confidential Information in accordance with clause 3, it must ensure that any person to whom it Discloses that Confidential Information is aware of, and is complies with, the terms of this document as if it were a party to it.

## **Terms of disclosure**

Sydney Airport may require that before Disclosing any Confidential Information pursuant to clause 4, the Recipient ensures that the person to whom it proposes to Disclose Confidential Information executes a confidentiality deed in a form required by Sydney Airport.

## **No proprietary rights**

The Recipient acknowledges that the Confidential Information Disclosed to it is owned by Sydney Airport, and that the Recipient does not have, and this document does not confer on it, any right, title or interest in the Confidential Information.

## **Injunctive relief**

The Recipient acknowledges that Sydney Airport will be entitled to seek injunctive relief as a remedy in respect of any breach or threatened breach of this document in addition to any other remedies available at law or in equity.

## **Return of Confidential Information**

If required to do so by Sydney Airport, on the earlier of completion of the Permitted Purpose or on request by Sydney Airport, the Recipient must return to Sydney Airport all documentation Disclosed to the Recipient by, or on behalf of Sydney Airport, (including Confidential Information which the Recipient has Disclosed to any other person), and any copies of that documentation.

## **Governing Law & jurisdiction**

This document is governed by the law in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

## **Definitions and interpretation**

In this document:

**Confidential Information** means all information, in whatever form, (including any idea, concept, drawing, specification, data, conclusion or summary) Disclosed to the Recipient by, or on behalf of, Sydney Airport or produced by the Recipient or any of its Personnel relating to:

(a) the operation or business of Sydney Airport; and

(b) this document or the negotiations relating to it,

other than information that:

(c) at the date of this document, was generally and publicly available, or subsequently becomes so available other than by breach of any duty or obligation;

(e) at the time it was Disclosed to the Recipient, was in the possession of the Recipient lawfully and without breach of any duty or obligation; or

(f) has been Disclosed to the Recipient and was not generally and publicly available at that date of Disclosure, but subsequently through no act or omission of the Recipient (or any person to whom it Disclosed that information) becomes available from another source, not subject to any duty or obligation of confidence.

**Disclose** includes discussion or disclosure of information by any means, and **Disclosed**, **Discloses** and **Disclosure** are to be construed accordingly.

**includes** or **including** are not words of limitation.

**Permitted Purpose** means considering and preparing application to become a [#fuel supplier/ #ITP Provider] at Sydney Airport.

**Personnel** includes a party’s directors, officers, employees, agents and contractors.

#### **Executed** as a deed.

#### *[****USE IF RECIPIENT IS A COMPANY****]*

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| **Signed, sealed and delivered** by [**Recipient Name**]: | ))) |  |
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*Name of Director/Secretary in block letters Name of Director in block letters*

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***OR***

***[USE IF RECIPIENT IS AN INDIVIDUAL****]*

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| **Signed, sealed and delivered** by [**Recipient Name**]: | ))) |  |

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*Name of Director/Secretary in block letters Name of Director in block letters*

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_