

CONFIDENTIALITY AGREEMENT

_____ and _____ wish to investigate the possibility of entering into a business relationship to assist with the Christchurch rebuild ("Purpose").

It is agreed:

In consideration of each party agreeing to disclose Confidential Information to the other party, each party agrees to keep that information confidential on the terms set out below:

1. Confidential Information: In this agreement "Confidential Information" means all information provided by one party ("Discloser"), or its employees, officers or related persons, to the other party ("Recipient"), including information provided before the date of this agreement, excluding information which is:

- a. required by law to be disclosed, subject to compliance with clause 3;
- b. publicly known other than through breach of this agreement; or
- c. already known by the Recipient on the date of disclosure or lawfully received by the Recipient from a third party without breach of this agreement.

2. Confidentiality: The Recipient:

- a. shall keep the Confidential Information confidential, not copy it and not disclose it to any other person;
- b. acknowledges the Confidential Information is provided solely for the Purpose and shall not use the Confidential Information for any other purpose;
- c. shall not at any time assert any rights in respect of, or contest the Discloser's ownership of, the Confidential Information; and
- d. shall return or destroy all Confidential Information in its possession at the Discloser's request.

3. Disclosure required by law: If the Recipient is required by law to disclose any Confidential Information, it will immediately notify the Discloser and fully cooperate with the Discloser to try to avoid or limit such disclosure.

4. Warranty: This agreement creates no obligation on either party to give any particular information. The Recipient gives no warranties about the accuracy or completeness of the Confidential Information.

5. Relationship: Nothing in this agreement constitutes the parties as partners, agents or joint venturers. This agreement creates no obligation on either party to enter into any arrangement of any sort with the other party.

6. No waiver: No waiver of any right, remedy or power under this agreement will be effective unless it is in writing signed by both parties, and shall only be effective in the specified instance and for the specific purpose it is given. No failure or delay by either party to exercise any right, remedy or power will constitute a waiver of a party's right to demand strict compliance with this agreement.

7. Invalidity: If any provision of this agreement is or becomes invalid and unenforceable, the remaining provisions will remain valid and enforceable.

8. No assignment: No party may assign, transfer or otherwise dispose of any of its rights under this agreement without the other party's prior written consent.

Signed: _____

Date:

This agreement may be executed in two or more counterparts (including facsimile or scanned PDF counterparts).