

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on the date of acknowledgment (the "Effective Date") by and between Collins Sacre Consulting Pty Ltd, with its principal place of business at Suite 2.13, 21 Crombie Avenue, Bundall QLD 4217 ("Disclosing Party"), and the party acknowledging agreement of this NDA. ("Receiving Party").

WHEREAS, the Disclosing Party is engaged in the business of providing consulting services to potential buyers of childcare centres across Australia;

WHEREAS, the Receiving Party desires to receive certain confidential and proprietary info (the "Confidential Information") from the Disclosing Party in connection with the potential acquisition of childcare centres across Australia;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Definition of Confidential Information.** "Confidential Information" means any and all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or by any other means, that is marked or identified as confidential or proprietary, or that the Receiving Party should reasonably understand to be confidential or proprietary. Confidential Information includes, but is not limited to, financial information, business plans, customer lists, trade secrets, and any other information that is not generally known to the public.
- 2. Obligations of Receiving Party.** The Receiving Party shall use the Confidential Information solely for the purpose of evaluating the potential acquisition of childcare centres across Australia and shall not disclose, distribute, or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall take reasonable steps to protect the Confidential Information from unauthorized disclosure, including, but not limited to, implementing physical, technical, and administrative safeguards.
- 3. Exclusions from Confidential Information.** The obligations set forth in this Agreement shall not apply to any Confidential Information that: (a) is or becomes generally known to the public through no fault of the Receiving Party; (b) is already known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is lawfully obtained by the Receiving Party from a third party who has the right to disclose such information; or (d) is independently developed by the Receiving Party without reference to or use of the Confidential Information.

4. **Term of Agreement.** This Agreement shall remain in effect for a period of **12 months** from the Effective Date, unless earlier terminated by either party upon written notice to the other party.
5. **Remedies.** The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may not be an adequate remedy. In such event, the Disclosing Party shall be entitled to seek injunctive relief without the need to post a bond, in addition to any other legal or equitable remedies available to it.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Victoria, Australia, without giving effect to any choice or conflict of law provision or rule.
7. **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior negotiations, understandings, and agreements between them, whether oral or written, with respect to the subject matter hereof.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first above written.