



## Confidentiality Agreement

**Between**

**Destination NSW**

**ABN: 52 890 768 976**

**And**

**ABN:**

**Date: 14 November 2024**

## **Confidentiality Agreement ("Agreement")**

### **PARTIES**

1. **Destination NSW of Level 2, 88 Cumberland Street, The Rocks, NSW, 2000 ("DNSW")**
2. **Production Tech**

### **BACKGROUND**

- A. DNSW is in possession of Confidential Information, such words (i.e. Confidential Information) to be given their widest interpretation to include all information relating to the discussions, negotiations, activities and business of DNSW and all information relating to the activities and business of the parties with which it engages or is concerned ("Confidential Information").
- B. Confidential Information includes all information (economic, strategic, marketing, trade and industry, negotiations, proposed offers, offers, discussions, etc.) surrounding potential, impending or previous events and business activities associated with DNSW including matters relevant to contracting for Destination NSW events.
- C. Confidential Information includes, but is not limited to any information deemed confidential and received by hand, document, electronic means, file, footage and/or by way of discussion.
- D. Confidential Information means information that is by its nature confidential, is designated by DNSW as confidential, information which is intended to be confidential or the Confidant knows or ought to know is confidential.
- D. DNSW requires assurances of confidentiality and non-disclosure by the Confidant of any access to or involvement with such Confidential Information.

### **AGREEMENT**

In consideration of DNSW allowing the Confidant to have access to or involvement with Confidential Information as contemplated by the Background paragraphs, the Confidant agrees to the following (subject to any specific exceptions notified to it in writing by DNSW):

1. The Confidant will hold in the strictest confidence any Confidential Information disclosed to it or accessed, unless disclosure is directed at law.
2. The Confidant will ensure that its workers (not limited to employees or contractors) keep the Confidential Information confidential, and are responsible for ensuring that this is communicated to its workers.
3. The Confidant will not remove any document, file, equipment or other materials from DNSW's premises or systems and it will not copy or otherwise record any information to which it may obtain access without the prior written consent of DNSW.
4. The Confidant agrees to take adequate precautions to preserve the confidentiality of the Confidential Information and not directly or indirectly use, disclose, publish or communicate or permit the use, disclosure, publication or communication of the Confidential Information to any person without the written permission of DNSW.
5. The Confidant acknowledges that DNSW is disclosing the Confidential Information in good faith. As such, the Confidant agrees that they will avoid causing harm to or bringing into disrepute or otherwise adversely affecting the image or reputation (including any disparaging comments) of the State of NSW, DNSW, the NSW Premier, Treasurer, Minister for Jobs and

Tourism and and/or the NSW Government using Confidential Information gathered through discussions and/or negotiations with DNSW.

6. The Confidant agrees not to disclose to any third party (including but not limited to any journalists and/or media organisation) any Confidential Information (including but not limited to the nature, amount and reasoning surrounding any event offers and/or negotiations that have or have not been made by DNSW), unless agreed to in writing by DNSW.
7. The Confidant must immediately notify DNSW of any actual or suspected breach of this Agreement and must co-operate fully with DNSW in determining a course of action to limit any exposure and/or to mitigate the matter.
8. The Confidant indemnifies DNSW and its employees, directors, officers, contractors and any other representatives against any costs, expenses, damage, harm and loss suffered or incurred by DNSW and/or such persons as a result of a breach of this Agreement or any disclosure or use of the Confidential Information other than in accordance with this Agreement by the Confidant or by any person to whom the Confidential Information is made available.
9. The Confidant acknowledges that any breach of this Agreement will irreparably harm DNSW and that a remedy at law may be insufficient to protect the interests of DNSW. Accordingly, DNSW shall in addition to any other remedies it may have under this Agreement or otherwise, be entitled to preliminary and permanent injunctive and other equitable relief to prevent a breach or to curtail any breach or threatened breach of this Agreement.
10. The Confidant must pay all legal and additional costs and expenses of DNSW for or in relation to any enforcement or proposed enforcement by DNSW of the provisions of this Agreement.
11. The obligations in this Agreement are on-going until DNSW gives the Confidant written consent to disclose the Confidential Information, the information must be disclosed at law or the information is, at the relevant time, in the public domain other than as a result of a breach of this Agreement. Such consent may be subject to conditions, which must be strictly complied with.
12. This Agreement will survive the termination or expiry of the discussions and/or performance of the services by the Confidant.
13. This Agreement is governed by New South Wales law and DNSW and the Confidant irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. DNSW and the Confidant irrevocably waives any objection to the venue of any legal process in these courts as being in an inconvenient forum.
14. DNSW may assign any of its rights arising out of or under this Agreement to the New South Wales Government or any other New South Wales Government Agency without the prior consent of the Confidant. For the avoidance of doubt, if an assignment occurs, the rights and obligations under this Agreement continue and are to be complied with by both DNSW and the Confidant.
15. The Confidant undertakes to disclose any conflicts of interest, real or potential, to DNSW, as soon as the Confidant becomes aware of them.

**Execution Page:**

**SIGNED** for the **Confidant** in accordance with section 127 of the *Corporations Act*.

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature Director/Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (Printed)

\_\_\_\_\_  
Full Name (Printed)

**SIGNED** for **Destination NSW** by an authorised representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (Printed)