

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement ("Agreement") is entered into on this ___ day of _____, 20____ ("Effective Date"),
by and between:

Company Name: **HKSH Investments ATF HKSH Trust T/as Deal Commercial (The Deal Group of Companies)** (QLD Licence 4070211)

Address: **C/- 11 Fitzroy St, Forrest ACT 2603**

Email: **info@thedealgroup.site**

("Party A")

and

Individual/Company Name :

Address:

Email:

("Party B")

Each a "Party" and collectively the "Parties."

1. Purpose

The Parties intend to disclose certain confidential and proprietary information to each other for the purpose of exploring a potential business relationship, transaction, or collaboration (the "Purpose"). This Agreement is intended to protect the confidentiality of such information.

2. Definition of Confidential Information

"Confidential Information" means all non-public, confidential, or proprietary information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), whether oral, written, electronic, or other form, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to:

- Business operations, strategies, and financial information;
- Product and service information;
- Technical data, inventions, designs, and know-how;
- Client and supplier details, marketing data, and pricing;
- Any analyses, compilations, or materials prepared by the Receiving Party that contain or reflect such information.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Use the Confidential Information solely for the Purpose described above;
- Maintain the confidentiality of all Confidential Information using reasonable measures, at least equal to those used to protect its own confidential materials;
- Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party;
- Limit disclosure to its employees, agents, or advisors who need to know such information for the Purpose and who are bound by confidentiality obligations no less restrictive than those in this Agreement.

4. Exclusions

Confidential Information does not include information that:

- Was known to the Receiving Party before disclosure by the Disclosing Party;
- Is or becomes public knowledge through no fault of the Receiving Party;
- Is lawfully disclosed to the Receiving Party by a third party not under confidentiality obligations;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5. Return or Destruction of Confidential Information

Upon written request by either Party or upon termination of this Agreement, each Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof, and certify such return or destruction in writing if requested.

6. No License or Obligation

Nothing in this Agreement grants either Party any rights in or to the Confidential Information except as expressly set forth herein. Disclosure of Confidential Information does not obligate either Party to enter into any further agreement or business relationship.

7. Term and Survival

This Agreement shall commence on the Effective Date and remain in effect for a period of [2] years, unless terminated earlier by either Party with written notice. The confidentiality obligations with respect to any disclosed Confidential Information shall survive for a period of [3] years following termination or expiration of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia, without regard to conflicts of laws principles.

9. Entire Agreement

This Agreement contains the entire understanding between the Parties relating to the subject matter and supersedes all prior agreements, understandings, or representations, whether oral or written.

10. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures exchanged electronically or by PDF are binding.

IN WITNESS WHEREOF, the Parties have executed this Mutual Confidentiality Agreement as of the Effective Date.

Party A - **The Deal Group of Companies**

Signed:  _____

Name: **Harry Proskafalas**

Title: **Director**

Party B -

Signed: _____

Name: _____

Title: _____